EASTERN DISTRICT OF NEW YORK	X
IN RE:	CASE NO.: 19-47298-ess CHAPTER: 11
1568A Prospect Place, Inc.,	
, ,	HON. JUDGE.:
Debtor	Elizabeth S. Strong
	HEARING DATE: March 13, 2020 a 10:00am
	V

NOTICE OF MOTION FOR IN REM RELIEF FROM AUTOMATIC STAY

PLEASE TAKE NOTICE, that upon the application of NCG 2017 VI LLC, the undersigned shall move this Court for an Order: (i) granting in rem relief with respect to certain real property having an address of 1568A Prospect Place, Brooklyn, New York 11233 a period of at least two years pursuant to 11 U.S.C. § 362(d)(4); (ii) vacating the automatic stay pursuant to 11 U.S.C. § 362(d)(1); (iii) granting waiver of the 14 day stay invoked pursuant to F.R.B.P 4001(a)(3); and (iv) for such other and further relief as is just and proper.

This motion shall be heard at the United States Bankruptcy Court, Eastern District, 290 Federal Plaza, Central Islip, NY 11722, on March 13, 2020 at 10:00am or as soon thereafter as counsel may be heard.

[SPACE INTENTIONALLY LEFT BLANK]

PLEASE TAKE FURTHER NOTICE, that answering affidavits, if any, must be served

so as to be received not later than seven (7) days before the return date of this motion.

Dated: February 21, 2020 Garden City, New York

> By: /s/ Richard Postiglione Richard Postiglione, Esq. FRIEDMAN VARTOLO LLP 1325 Franklin Avenue, Suite 230 Garden City, New York 11530

T: (212) 471-5100 F: (212) 471-5150

To:

1568A Prospect Place, Inc. 1568A Prospect Place Brooklyn, NY 11214 **Debtor**

Ezekiel Akande 1568A Prospect Place Brooklyn, New York 11233 **Borrower**

Ehsanul Habib Law Office of Ehsanul Habib 118-21 Queens Blvd. Suite 603 Forest Hills, NY 11375 **Debtor's Attorney**

Office of the United States Trustee Eastern District of NY (Brooklyn Office) U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, NY 10014 U.S. Trustee

UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK	X
IN RE:	CASE NO.: 19-47298-ess CHAPTER: 11
1568A Prospect Place, Inc.,	
•	HON. JUDGE.:
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MOTION FOR IN REM RELIEF FROM AUTOMATIC STAY

Richard Postiglione, an attorney at law duly admitted to practice before the Courts of the State of New York and the U.S. District for the Eastern District of New York, hereby affirms the following to be true under penalty of perjury:

NCG 2017 VI LLC (hereinafter "Creditor" or "Movant"), hereby moves this Court for an Order: (i) granting in rem relief with respect to certain real property having an address of 1568A Prospect Place, Brooklyn, New York 11233 a period of at least two years pursuant to 11 U.S.C. § 362(d)(4); (ii) vacating the automatic stay pursuant to 11 U.S.C. § 362(d)(1); (iii) granting waiver of the 14 day stay invoked pursuant to F.R.B.P 4001(a)(3); and (iv) for such other and further relief as is just and proper. In support of the motion (hereinafter the "Motion for Relief"), Creditor respectfully submits that:

BACKGROUND

1. Movant is the holder of a Note executed by Ezekiel Akande (the "Borrower") and dated May 18, 2006, whereby the Borrower promised to repay \$541,800.00 plus interest to First

Meridian Mortgage, a limited liability company (the "Original Lender"). To secure the repayment of the Note, the Borrower executed a Mortgage in favor of Mortgage Electronic Registration Systems Inc., as nominee for the Original Lender, encumbering the real property located 1568A Prospect Place, Brooklyn, New York 11233(the "Property"), which was recorded on May 30, 2006 in the Office of the City Register of the City of New York under CRFN 2006000297985. The Mortgage was ultimately assigned to Movant by an Assignment of Mortgage dated April 2, 2018. Copies of the Note, Mortgage, and Assignments of Mortgage are annexed hereto as **Exhibit A.**

- 2. As the Borrower became delinquent under the terms of the Note and Mortgage a foreclosure action was commenced in the Supreme Court of the State of New York, County of Kings under index number 26399/2009. Subsequently, a Judgment of Foreclosure and Sale (the "JFS") was entered on October 8, 2019. A copy of the entered JFS is annexed hereto as **Exhibit B.**
- 3. On February 1, 2019, the Borrower file a voluntary petition for relief under Chapter 13 of the Bankruptcy Code under case 19-bk-00634, effectively staying Movant's foreclosure action. That case was later dismissed on April 1, 2019. A copy of the PACER Docket is annexed hereto as **Exhibit C**.
- 4. Upon dismissal, Movant continued with its foreclosure action. However, on June 5, 2019, the Borrower filed another voluntary petition for relief under Chapter 13 of the Bankruptcy Code under case 19-43483-ess, again staying the foreclosure action. That case was automatically dismissed on July 22,2019. A copy of the PACER docket is annexed hereto as **Exhibit D**.
- 5. Upon dismissal Movant proceeded with its foreclosure action and scheduled a sale of the property for December 5, 2019. A copy of the Notice of Sale is annexed hereto as **Exhibit**

E. However, on December 4, 2019, the eve of Movant's scheduled sale, the Debtor, a corporation of which the Borrower is the President, filed the current voluntary petition for relief under Chapter 11 of the Bankruptcy Code under case 19-47298-ess, effectively staying the foreclosure sale. The instant case is the third filed by either the Debtor or the Borrower in an attempt to delay Movant in exercising its foreclosure rights. Accordingly, Movant now seeks an Order granting in rem relief from stay with respect to the property, pursuant to 11 U.S.C. § 362(d)(4).

CREDITOR IS ENTITLED TO IN REM RELIEF PURSUANT TO 11 U.S.C. § 362(d)(4)

- 6. Pursuant to 11 U.S.C. § 362(d)(4), courts are empowered to grant in rem relief from a stay affecting a creditor's property, such that any and all future filings by any party with a claimed interest in the property will not operate as an automatic stay for a period of two years. *See, e.g., In re Wilke*, 429 B.R. 916, 922 (Bankr. N.D. Ill. 2010); *In re Blair*, 2009 WL 5203738, *4 (Bankr. E.D.N.Y. 2009); *In re Montalvo*, 416 B.R. 381, 387 (Bankr. E.D.N.Y. 2009).
- 7. Because the stay attaches to the property, rather than to the filing parties, "in rem relief is a particularly effective method to combat tag-team serial filers who seek to prevent foreclosures." *In re Selinsky*, 365 B.R. 260, 264 (Bankr. S.D.Fla. 2007); *see In re Roeben*, 294 B.R. 840, 846 (Bankr. E.D.Ark. 2003); *In re Graham*, 1998 WL 473051, *2 (Bankr. E.D.Penn. 1998).
- 8. To obtain in rem relief, a creditor must provide evidence that: (i) a debtor or a group of debtors has made prior bankruptcy filings as part of a scheme; (ii) the object of which was to delay, hinder, or defraud creditors; and (iii) which involves either the transfer of some interest in the real property without the secured creditor's consent or court approval or multiple bankruptcy filings affecting the property. *See In re First Yorkshire Holdings, Inc.*, 470 B.R. 864, 870-71 (7th Cir. BAP 2012). Further, it is well-settled that the mere timing and filing of multiple prior

bankruptcy cases by related debtors permits the inference of a scheme to hinder, delay, and defraud a creditor. *See, e.g., Blair*, 2009 WL 5203738 at *4, *citing Montalvo*, 416 B.R. at 387.

9. Analyzing an identical set of circumstance, the Court in *Blair* (*id.* at *4-5) granted in rem relief and found that:

Here, Debtors have neither filed nor confirmed a chapter 13 plan. None of their chapter 13 cases were prosecuted to any meaningful extent. The timing and sequence of the filings is also significant. Each was filed on the eve of or shortly before significant events affecting the Property. The uncontroverted record of the filings and lack of any good faith prosecution of each of Debtors' prior cases allows this Court to draw a permissible inference and find that the instant petitions were part of a scheme of Debtor to hinder, delay, and defraud [creditor] BAC.

Therefore, this Court will enter an Order such that any future bankruptcy filings by either of the Debtors, or any other person having an interest in the Property, will not operate as a stay of any action against the Property for a period of two years after the date of the entry of the orders hereon.

- 10. The Borrower has not made a meaningful attempt to prosecute any of his prior bankruptcy cases. It can be assumed that the Borrower strategically chose not to file this current bankruptcy under his own name because that would have been his third filing within one year, which would not have imposed an automatic stay pursuant to 11 U.S.C. 362 (c)(4)(A)(i). Therefore, it can also be assumed that this current filing was made by 1568A Prospect Place, Inc., with the sole purpose of stalling Movant's foreclosure action.
- 11. Accordingly, Movant is irrefutably entitled to in rem relief from any further bankruptcy filings with respect to the Mortgaged Premises for a period of at least two years pursuant to 11 U.S.C. § 362(d)(4)(B).

CREDITOR IS ENTITLED TO RELIEF FROM ANY STAY PURSUANT TO 11 U.S.C. § 362(d)(1)

12. Movant is also entitled to relief from the automatic due to the lack of post-petition payments received.

- 13. 11 U.S.C. § 362(d)(1) permits courts to provide relief from an automatic stay where any party in interest lacks adequate protection.
 - 14. Specifically, 11 U.S.C. § 362(d)(1) provides that:
 - (d) On the request of a party in interest and after notice and a hearing the court shall grant relief from the stay provided under subsection (a) of this section, such as by terminating, annulling, modifying or conditioning such stay—
 - (1) For cause, including the lack of adequate protection of an interest in property of such a party in interest.
- established under decisional law that a debtor's failure to make post-petition mortgage payments in bankruptcy rehabilitation proceedings can constitute cause for relief under § 362(d)(1)." *In re Uvaydov*, 354 B.R. 620, 623 (Bankr. E.D.N.Y. 2006); see, e.g., *In re Ellis*, 60 B.R. 432, 435 (B.A.P. 9th Cir. 1985); *In re James River Assocs*., 148 N.R. 790, 797 (Bankr. E.D.Va. 1992); *In re Davis*, 64 B.R. 358, 359 (Bankr. S.D.N.Y. 1986). Moreover, the failure to provide adequate protection is grounds, in and of itself, for relief from a stay.
- 16. The Debtor is not a party to any of the underlying promissory instruments and is not responsible for making payment. In the absence of a contractual relationship between parties, Movant need not provide the typical district worksheet.
- 17. Accordingly, because Creditor lacks adequate protection with respect to the Subject Property, Creditor is irrefutably entitled to relief from any automatic stay which may be in effect pursuant to 11 U.S.C. § 362(d)(1).
- 18. Grounds exist to vacate the stay in Debtor's case and Movant therefore requests that the automatic stay imposed under Section 362(a) be modified and terminated for cause in accordance with Section 362(d) of the Bankruptcy Code to permit Movant to pursue their rights

under the Mortgage and applicable law, including without limitation, the commencement and

consummation of a foreclosure action and/or eviction proceeding.

CREDITOR IS ENTITLED TO A WAIVER OF THE STAY PROVISION OF FED. R. BANKR. PR. 4001(a)(3)

19. Fed. R. Bank. Pr. 4001(a)(3) provides that "any order granting movant relief from

an automatic stay . . . is stayed until the expiration of 14 days after the entry of the order unless the

court orders otherwise."

20. In light of the history of filings and the negative impact on Creditor's lawful right

to sell the Mortgaged Premises pursuant to the Final Judgment (see Exhibit B), no legitimate

purpose could be served by staying the requested relief any longer. The debtor clearly has no

intention of participating in the bankruptcy process and therefore should not reap its benefits.

Therefore, Creditor is entitled to a waiver of the stay provision of Fed. R. Bankr. Pr. 4001(a)(3).

WHEREFORE, it is respectfully submitted that this Court should grant Creditor's Motion

for Relief in all respects, along with such other and further relief as is deemed to be just, proper,

and equitable.

Dated: February 21, 2020

Garden City, New York

By: /s/ Richard Postiglione

Richard Postiglione, Esq.

FRIEDMAN VARTOLO, LLP 1325 Franklin Avenue, Suite 230

Garden City, New York 11530

T: (212) 471-5100

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UNITED STATES BANKRUPTCY COURT EASTERN DISTRICT OF NEW YORK 	
IN RE:	CASE NO.: 19-47298-ess CHAPTER: 11
1568A Prospect Place, Inc.,	
•	HON. JUDGE.:
Debtor	Elizabeth S. Strong

ORDER GRANTING IN REM RELIEF

WHEREAS, on or about December 4, 2019, this case commenced upon the filing of a Voluntary Petition for Bankruptcy under Chapter 13 of the United States Bankruptcy Code in this Court; and

WHEREAS, on or about February 21, 2020, a motion was filed by NCG 2017 VI LLC (with any subsequent successor or assign, the "Movant") seeking an Order granting In-Rem Relief from Automatic Stay; and

WHEREAS, on or about March 13, 2020 at 10:00am, this Court held a hearing on the motion, at which counsel for the Movant appeared; and

NOW, THEREFORE, it is *hereby*

ORDERED, that the automatic stay under 11 U.S.C. § 362(a) is modified under 11 U.S.C.§ 362(d)(1) as to the Movant to permit Movant to pursue its rights under applicable law with respect to the Property known as 1568A Prospect Place, Brooklyn, New York 11233; and it is further

ORDERED, that pursuant to 11 U.S.C. § 362(d)(4), the stay imposed under 11 U.S.C. § 362(a) is modified as to the Movant's interest in the property known as 1568A Prospect Place, Brooklyn, New York 11233 (County: King; Block: 1369; Lot: 0114) (the "Property") such that

if this Order is recorded in compliance with applicable state laws governing notices of interest or liens in real property, this Order shall be binding in any future filing in any case under the Bankruptcy Code purporting to affect the property for a period of two years from the date of this Order, except that a debtor in a subsequent case under this title may move for relief from such Order based upon a changed circumstances or for good cause shown, after notice and a hearing; and it is further

ORDERED that the automatic stay, heretofore in effect pursuant to 11 U.S.C. § 362(a) is hereby modified for cause pursuant to 11 U.S.C. § 362(d)(1) as to Movant, its agents, assigns or successors in interest, so that Movant, its agents, assigns or successors in interest, may pursue its rights under applicable law with respect to the property; and it is further

ORDERED that the 14 day stay invoked pursuant to F.R.B.P. 4001(a)(3) is waived and this order is effective upon the signing of this order.

EASTERN DISTRICT OF NEW YORK	X
IN RE:	CASE NO.: 19-47298-ess CHAPTER: 11
1568A Prospect Place, Inc.,	
•	HON. JUDGE.:
Debtor	Elizabeth S. Strong
	X
	A

CERTIFICATE OF SERVICE

On February 21, 2020, I served a true copy of the annexed MOTION FOR IN REM RELIEF FROM THE AUTOMATIC STAY REGARDING REAL PROPERTY by mailing the same by First Class Mail in a sealed envelope, with postage prepaid thereon, in a post office or official depository of the U.S. Postal Service within the State of New York, addressed to the last known address of the addressee, and the property address as indicated on the attached Service List annexed hereto.

Dated: February 21, 2020 Garden City, New York

By: <u>/s/ Richard Postiglione</u>
Richard Postiglione, Esq.
1325 Franklin Avenue, Suite 230
Garden City, New York 11530

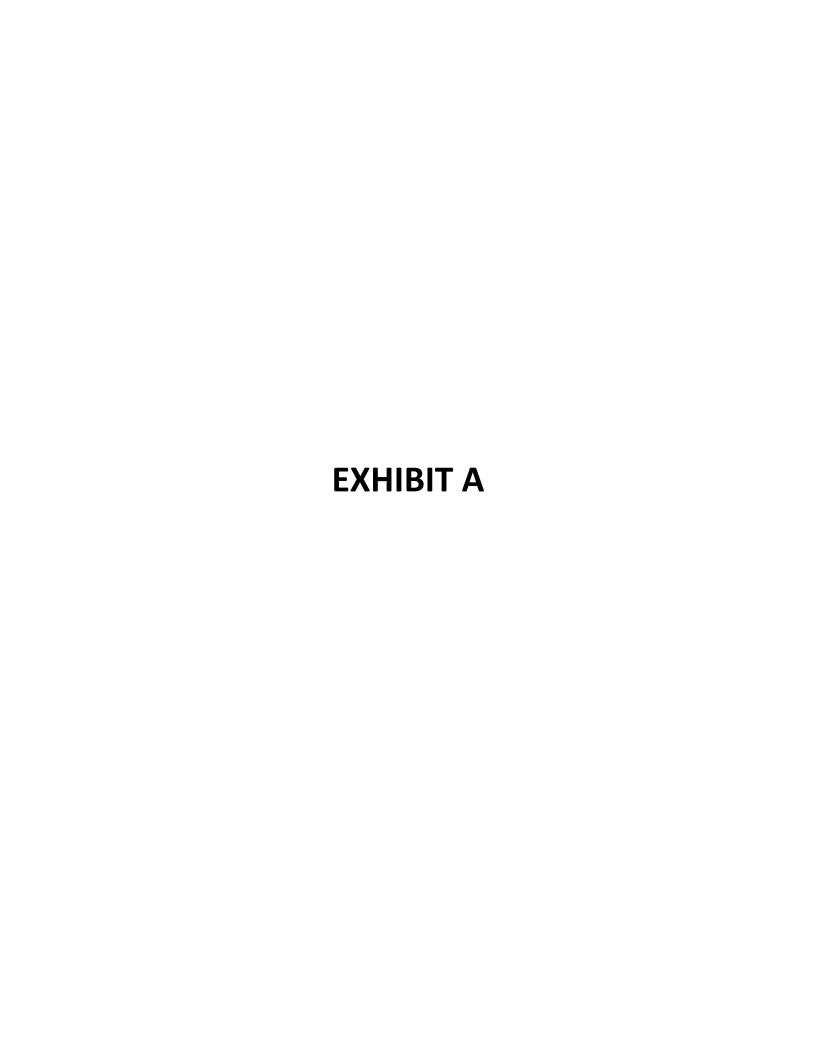
SERVICE LIST

1568A Prospect Place, Inc. 1568A Prospect Place Brooklyn, NY 11214 **Debtor**

Ezekiel Akande 1568A Prospect Place Brooklyn, New York 11233 *Borrower*

Ehsanul Habib Law Office of Ehsanul Habib 118-21 Queens Blvd. Suite 603 Forest Hills, NY 11375 **Debtor's Attorney**

Office of the United States Trustee Eastern District of NY (Brooklyn Office) U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, NY 10014 U.S. Trustee



MIN:

Loan Number:

ADJUSTABLE RATE NOTE

(LIBOR 5ht-Month Index (As Published in The Well Street Journal) - Rate Caps) (Interest Only ARM)

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN MY INTEREST RATE AND MY MONTHLY PAYMENT. THIS NOTE LIMITS THE AMOUNT MY INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE I MUST PAY.

MAY 18, 2006 Dition

[Cityl

[Slate]

1568 A PROSPECT FLACE, BROOKLYN, NEW YORK 11233

In course of provided to that I promise to pay U.S. \$541,800.80 (this amount for a four that I have received, I promise to pay U.S. \$541,800.80 (this amount called "Principal"), plus interest, to the order of Lender, Lender is FIRST MERIDIAN MORTCAGE, A LIMITED LIABILITY COMPANY

I will make all payments under this Note in the form of cash, check or money order.

I will make all payments under this Note in the form of cash, check or money order.

I understand that Londer may transfer this Mote. Londer or myone who takes this Mote by transfer and who is entitled to receive payments under this Note is called the "Note Notice."

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest safe I will pay may change in accordance with Section 4 of this party rate of 7.000 %. The interest rate I will pay may change in accordance with Section 4 of this at a yearly sale of

The interest rate required by this Section 2 and Section 4 of this Note is the rate I will pay hoth before and after any default described in Section 7 (B) of this Note.

PAYMENTS 3.

(A) There and Place of Payments
I will pay interest by making payments every month for the first 120 payments the "interest Only
I will pay interest by making payments every month for the first 120 payments the "interest only
Period") in the amount sufficient to pay interest as it secures. Every month therefore I will pay orincipal and interest
by making payments in an appear to entitle into the late of the nutranding principal indicate of the Notes at the entitle interest. Only Period over the constitution of the Note. The principal and interest payment I pay may change
in the interest rate I pay changes pursuant to Section 4 of this Note.

I will make only monthly payments on the 13t day of each month beginning on JULY 1.

2006 I will make these payments weary month until 1 have paid all of the paincipal and interest and any other
charges destribed below that I may once under this Note. Each monthly payment will be applied as of its scheduled
due date and will be applied to interest before Principal. If, on JUNE 1, 2036
I will make the host payments in full on that date, which is called the "Maturity Dute."

amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Dute."

1 will make my examinal payments at PO BOX 196886, BROOKLYN, NEW YORK 11210

os at a different place if required by the Nove Holder.

(B) Amount of key initial Monthly Payments Each of any initial monthly payments will be in the amount of U.S. 2 3, 150, 50 amount may change.

Chockente Eliganos (m. 842-1362

Multistate adjustable rate Note-Libor straudith wdex Las Published in *The* Wall Street Journal)
Page 1 of S
Plinc 10 Note Osro108

INTEREST RATE AND MONTHLY PAYMENT CHANGES

The interest rate I will pay may change on the lat day of JUNE, 2011 (A) Change Dates on that day every 6th mouth theresides. Bech date on which my interest case could change a cailed a "Change

Beginning with the first Change Date, my interest rate will be based on an index. The "Index" is the average of interbank offered rates for six month U.S. dellar-denominated deposits in the London market ("LIBOR"), as published in The Wall Street Journal. The most recent index figure available as of the date 45 days before each Change Date is called the "Current Index."

s uppers cause one concentrate, the Note Holder will choose a new index that is based upon comparable. If the Index is on larger available, the Note Holder will choose a new index that is based upon comparable.

information. The Note Holder will give the notice of this choice.

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND percentage point (4.750 %) to the Current Index. The Note 150/1000 to the current index of this addition to the nearest one-eighth of one percentage point (0.125%). Subject Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). where were your party for remot as him country to the new experience of the faults stated in Section 4(D) below, this rounded armitted will be thy new interest rate until the next Change

Date.

Except as provided in Section 3(A) above, the Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the majority principal that I am expected to owe at the Chango Date in full on the Maturity Date at my new interest rate in substantially equal payments. The excell of this executation will be now around a finy monthly payment.

(D) Limits on Interest Rule Changes

The Interest Rule I are considered in any of the Change.

(D) Lemma on interest state Changes

The interest rate I am required to gay at the first Change Date will not be greater than 13.000% or

The interest rate I am required to gay at the first Change Date will not be greater than 13.000% or

Jersentage point(s)

Date by more than TWO AND 060/1000

(2.000 %) from the rate of interest laws been paying for the preceding 6 mostles. My interest

The interest is according to the preceding 6 mostles. My interest

The interest is according to the preceding 6 mostles. 13.000 %. rate will never be greater than

(a) account that a changes will become effective on each Change Date. I will pay the amount of my nombly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment date after the Change Date until the amount of my monthly payment

ter require a consuger

Before the effective date of any change in my interest rate and/or amountly payment, the Note Haider will believe at mall to me a motion of such change. The notice will include information required by law to be given to me deliver or mall to me a motion of such change. The notice will submer any question I may have regarding the notice.

and also the title and interhouse number of a person who will answer any question I may have regarding the notice.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only BORROWER'S RIGHT TO PREPAY I may a me man to these payment of remember a my mine before me, about a payment of the first the Note Holder in writing that I am doing so.

I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without gaying any Prepayment charge. The Note Heither will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder who use my repayment to reduce the amount of rhumps mad lowered and enough force. However, the Note Holder may apply my Prepayment to the accrued and angula interest on the Propayment amount before applying many prepayment to reduce the Principal amount of this Note. If I order a partial Propayment, there will be no changes. If the partial in the due dates of my monthly payments unless the Note Holder agrees to writing to those changes. If the partial in the due dating the period when my monthly payments consist only of interest, the amount of the monthly payment to made during the period when my payments consist only of interest, in the partial payment is made during the period when my payments consist only of interest, my partial Prepayment my reduce the amount of my monthly payments after the first Change Date following my partial Prepayment However, any reductor due to my partial Prapayment may be offset by an interest rate increase.

RETISTATE ADJUSTABLE RATE NOTE-LIBOR SIX MORTH INDEX AS PUBLISHED IN THE WALL STREET LOURNALLY PAGE 2 of &

LOAN CHARGES

If a law, which applies to this form and which sets maximum loan charges, is floatly interpreted so that the line rest or other loan charges collected on to be collected in connection with this form exceed the permitted limits, then: (2) any such toan charge their half has reduced by the amount necessary to reduce the charge to the permitted limits, then: (2) any such toan charge that has reduced by the amount necessary to reduce the charge to the permitted limit; and (3) any same stready collected from me that exceeded permitted limits will be refunded to me. The Note Holder and (5) any same stready collected from me that exceeded permitted limits will be refunded to me. may choose to make this refund by reducing the Principal I own under this Note or by making a direct payment to ma. If a refugit reduces Principal, the reduction will be irested as a partial Prepayment.

BORROWER'S FAILURE TO PAY AS REQUIRED

(A). Late Charges for Overthe Payments if the flate Hodge had not been all 15 if the flate Holder has and received the full amount of any mentily payment by the end of 15.

calendar days after the date it is due. I will goy a late charge to the Note Holder. The amount of the charge will be 2.000 % of my overdue payment of principal and interest. I will pay this late charge grampily but only core on each fale payment.

its Details

If it on not pay the full amount of each mostily payment on the data it is due, I will be in default.

(C) Notice of Default.

If an in default, the Note Holder may send me a written notice tailing one that of I do not pay the overdise mostly be certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I now on that amount. That date must be at least 50 days after the date on which the motice is malled to use or derivered by other means.

The Milder Re Maria Landan.

(D) No Waiver By Note Holder

Even H, at a time when I am in default, the Note Holder does not require me to pay immediately to full as described shows, the Note Holder will still have the right to to 20 if I am in default at a later time.

described soows, the rione request was and now the right to do to a 1 mm in metaps at a later and.

(E) Payment of Note Holder's Costs and Expenses
If the Note Holder has required me to pay immediately to full as described above, the Note Holder will have if the Note Holder has required me to pay immediately to full as described above, the Note to the extent cot prohibited by the right to be paid back by me for all of its costs and expenses to enforcing this Note to the extent cot prohibited by applicable law. These exponents toclude, for example, reasonable aformacys' less.

Unless applicable law requires a different method, any notice that must be given to me under this blots will be given by delivering it or by realing it by first class small to me at the Property Address above or at a different address if I give ino Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by malling it by first class mail to the Note Halder at the address stated in Section 3(A) above

or at a different address if I am given a notice of that different address.

OBLIGATIONS OF PERSONS UNDER THIS NOTE

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE
If more than one parton signs this Note, each person is fully and personally obligated to keep all of the
promises made in this Note, including the promise to pay the full amount owned. Any person who is a guaranter,
surely or endorser of this Note is late obligated to do these things. Any person who takes over these obligations,
including the obligations of a guaranter, surely or underser of this Note, is also obligated to keep sit of the promises
made in this Note. The Note Holder may enforce its rights under this Note against each person introducily or against
made in this Note. This note is that any one of as may be required to pay all the amounts owned under this Note.

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of I and any other persons that the high to require the Note Holder to dominate payment of amounts due. "Notice Dishustor. "Presentment" means the right to require the Note Holder to give putter to other persons that amounts due have not a like the right to require the Note Holder to give putter to other persons that amounts due have not the note.

TE ADJUSTABLE RATE NOTE-LIBOR SEXAMENTH INDEX SHED IN THE WALL STREET JOURNALL NOTE 03/01/08 Page 3 of 5

Decisopics Person 800-819-1282

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder indep this Note, a Martgage, Deed of Trust, or Security Deed (the "Security Instrument"), given to the Note Holder from possible losses that might result if I do not keep the dated the same date as this Note, protects the Note Holder from possible losses that might result if I do not keep the grounder that I make in this Note. That Security Instrument describes how and under what conditions I may be promised that I make insmediate payment in full of all amounts I now under this Note. Some of these conditions read as collected.

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means my legal or baselized interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, control for deed, insultriant sales contract or exercise agreement, the fotom of which is the transfer of this by Borrower at a fitting date to

If all or any part of the Property or any leavest in the Property is sold or transferred for if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Leaver's prior is not a natural person and a beneficial interest in Borrower is sold or transferred) without Leaver's prior Multan courses, l'euret man escrime immediate banuery je ton of all sums recutes by this yearsh's whiten consent, Leaver may require immeniate payment in the et an area secure by and attention. However, this option shall not be exercise this option if; it is such exactise in problified by Applicable Law. Leaver also shall not exercise this option if; it is converted as exactised to Applicable Law. Leaver also shall not exercise this option if; it is converted exacts to be submitted to Leaver information required by Leaver to evaluate the intended transferre as if a new loan were being made to the transferre; and (b) Leaver to evaluate the intended transferre as if a new loan were being to the transferre; and (b) Leaver to evaluate the first content as a content to the law of a beauty of the content. by the loss exemption and that the risk of a breach of any coverage or agreement in this Security

Instrument is accaptable to Londer.

To the exist permitted by Application Law, Londer may charge a reasonable least a condition to Londer content of the loan assumption. Londer also may require the transferre to sign an assumption agreement that is acceptable to Londer and lists obligates the transferre to keep all the promises and agreements made in the Note and in this Security Instrument. Burnower will confiam to be chiligated agreements made in the Security Instrument unders Londer releases Borrower to writing, under the Note and this Security Instrument unders Londer releases Borrower to writing.

If Londer exercises the option to require immediate payment in full, Londer shall give Borrower notice of acceleration. The notice shall provide a period for the state 30 days from the date life autice is given in accordance with Section 15 within which Borrower man my aft some secured by this Section is also the section of this period, Londer sany invoke any remedies permitted by this Security Instrument without further notice or demand as Borrower. Bottower.

ANLITSTATE ADJUSTABLE RATE NOTE-LIBOR SKANDONTH SHOEK USS FURNISHED IN THE WALL STREET JOURNALL PLOW ON NOTE COLONIOS

witness the hand(s) and seal(s) of the undersigned.

-Borrower (Sezi)	EZEKIEL AKANDE (Burroper
. Беллист	(Seei)
-gottone (Per	(Sęai) - Rotroyer

[Sign Original Only]

Page 5 of 5

Allonge to Promissory Note

Without recourse pa	y to the order of:	
Childo	dgage, Inc	
Ву;	Zong	
Name: Josep	h Shapiro	
Title: <u>Vice</u>	President	
Company: First	Meridian Mortases	
Bottower Name:	Ezekiei Akando	
Property Address:	1568 A Prospect Place	
	Brooklyn, NY 11233	
Coan Amount:	\$541,800	
Losa Number:		
Make Date	DERONA	



ALLONGE TO NOTE

YOR PURPOSES OF PURPOSE EMPORABMENT OF THE NOTE REPERRED TO HELOW:

Borkower Expediel Arande

ORIGINAL PRINCIPAL BALANCE: \$541,800,00

PROPERTY ADDRESS: 1568 A FROSPECT PLACE, BROOKLAYN, NY 11233

PAY TO THE ORDER OF:

Havview Loan Servicing, LLC

without recourse cithortgage, inc., by <u>Bay</u>yesy loan servicing, i.l.c, as attorney in fact

NAME (ASON ADIES
THE ASIMON VICE-Published

BA&

ALLONOETO NOTE

for purioses of further endoissement of the note reperred to below:

Borrower Ezekiel Arande Original Principal Balance \$541,506.60 Property Address: 1568 a prospect flace, brooklyn, ny 11233

PAY TO THE UNDER OF.

without recourse Bayview Loan Servicing, LLC

> NAME: ROBERT C. RALL. TITLE: Vice President

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERRED TO BE

BORROWER:

EZEKIEL AKANDE

CO-BORROWER:

CO-BORROWER:

OBAL:

\$541,800,00

NOTE DATE 5/18/2006

ADDRESS: 1568 A PROSPECT PLACE BROOKLYN, NY 11233

PAY TO THE ORDER OF:

BOF II 2011-2NPL, LLC

WITHOUT RECOURSE:

BAYVIEW LOAN SERVICING, LLC

NAME:

ESLOAN SOTOLONGO

TITLE:

Assistant Vice-President

ALLONGE TO NOTE

FOR PURPOSES OF FURTHER ENDORSEMENT OF THE NOTE REFERRED TO BE

BORROWER:

EZEKIEL AKANDE

CO-BORROWER:

CO-BORROWER:

OBAL:

\$541,800.00

NOTE DATE

5/18/2006

ADDRESS:

1568 A PROSPECT PLACE BROOKLYN, NY 11233

PAY TO THE ORDER OF:

NCG 2017 VI LLC

WITHOUT RECOURSE:

BOF II 2011-2NPL, LLC

NAME:

ESLOAN SOTOLONGO

TITLE:

Assistant Vice-President

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER This page is part of the instrument. The Cuy This page is part of the information provided by you on this page for surposes of indexing this restriction. The information on this page will commit for indexing purposes in the event of any condict with the rest of the document. PAGE 1 OF 25 RECORDING AND ENDORSEMENT COVER PAGE Preparation Date: 05-26-2006 Document Date: 05-18-2006 Document ID: 2006052600343402 Document Type: MORTGAGE Document Page Count; 24 BETURN TO: STEWART MORTGAGE INFO PRESENTER Superior abstract corporation atak ATTN: LANIECE LAMELL UGT INSURANCE COMPANY (UGTK 704729) 3910 KIRBY DRIVE #300 105 COURT STREET SUITE 500A HOUSTON, TX 77098 BROOKLYN, NY 11201 718-522-0366 PROPERTY DATA Address Unit 1566A PROSPECT PLACE Block Lot Borough Patire Lot 1369 114 Property Type: DWELLING ONLY - 3 FAMILY BROOKLYN

CROSS REFERENCE DATA _ Reci __ Page __ or File Number_ _ Year. _ or Document ID__ PARTIES MORTGAGEE/LENDER: Mortgacer/Borrower: MERS EZEKIEL AKANDE 220 HILLCREST ROAD P.O. BOX 2026 FLINT, MI 48501 RIDGEWOOD, NJ 01450 FEES AND TAXES 157,80 RECORDING Fou: \$ 0.00 Affidavit Pee: \$ Mortgage

541,800,00 541,800.00 NYC Real Property Transfer Tax Filing Fee: Montage Amount: 0.00 Texable Mortgage Amount: NYS Real Estate Transfer Tax: locamption: 2,709.00 TAXES: County (Basic): City (Additional): RECORDED OR FILED IN THE OFFICE 6,095,25 OF THE CITY REGISTER OF THE 0.00 Spec (Additional): CITY OF NEW YORK <u> 354.50</u> TASF: 05-30-2006 12:01 ,625,40 Recorded/Picd MTA: NYCTA 0.00 Chy Register File No. (CRFN): 2006000297985 0.00 Additional MRT: TOTAL

City Register Official Signature

MESCALLAR CONCENTION

SECURITY AND SECURITY

Montgage Recording Tax:

After Recording Return To:

STEWARY MORTCAGE INFO ATTN: LANIECE LAMELL 1910 KIREY ORIVE #300 HOUSTON, TEXAS 77098 Loan Number:

Buck 1369 wor " COLKING

ISpace Above This Line For Recording Data) ---

MORTGAGE

MIN:

WORDS USED OFTEN IN THIS DOCUMENT (A) "Security Instrument." This document, which is dated MAY 18, 2006 all Riters to this document, with be called the "Security Instrument."

, together with

(B) "Bortower." EZEKTEL AKANDE

whose midden is 220 KillCrest RCAD, RIDGENOOD, NEW JERSEY 07450

somethnes will be called "Borrower"

and sometimes simply "I" or "me."

(C) "MERS" in Mortgage Electronic Regardation Systems, her MERS in repairts corporation that is acting solving to "MERS" in Mortgage Electronic Regardation Seed assign. MERS in organized and existing under the laws of 14 mornice for Leader and Leader's notenesses and assigns. MERS in organized and existing under the laws of 14 mornice for Leader and Leader's noteness and assigns. MERS in organized and existing under the laws of 14 mornice for Leader and Leader and Leader of Recording this Mornicage, MERS in the Mornicage of Recording this Mornicage, MERS in the Mornicage of Recording this Mornicage. A Limited Liability Company D) "LANGE," FIRST MERIDIAN MORTGAGE, A LIMITED LIABILITY COMPANY

will be called "Lender." Lunder is a corporation or association which exists under the large of NEW JERSEY Lepher's address's 2636 NOSTRAND AVENUE, BROOKLYN, NEW YORK 11210

(E) "Note," The note signed by Borrower and doted MAY 18, 2006 will be called the "Note." The Note shows that I owe Lender FIVE HONDRED FORTY-ONE THOUSAND EIGHT Dotlers (U.S. 541, 800.00)
HUNDRED AND 00/100 pits increas and other amounts that may be payable. I have promised to pay this debt in Periodic Payments and to pay the debt in fill by JUNE 1, 2036 pay the debt in fill by JUNE 1, 2036 payable in the section titled "Description of the Property." will be tailed the "Property." The property that is described below in the section titled "Description of the Property."

Section:

Siecie

Los(5)/Link No(5).:

-DA

NEW YORK—Strong Family—Family Assertiable May LINIFORM INSTRUMENT - MERS Form 3023 01/01

Denting of Charge and county

ė į	G) "Loon." The "Loon." means the debt evidenced by the Nom, plus interest, any prepayment charges and the horper due under the Nom, plus littlest. In the Nom, and all senur due under this Security Instrument, plus interest. The approachs described below in the section titled "Borrower's Transfer to Lender of Rights is the Property" sometimes will be called the "Sums Secured." 3) "Riders." All Riders attached to this Security Instrument that are signed by Borrower will be called "Riders." The tollowing Riders are to be signed by Borrower [check box as applicable]:	
	Adjustable Rate Ribler Planned Unit Development Riber Ballocat Riber Bureckly Payment Riber Second Home Riber Charles (specify)	
	Corporations and a second seco	
	administrative rubs and orners come never in the territories. All does, feet, exceptions and other charges that opinions will be called "Applicable Law." (R) "Community Applicable Law." (R) "Community Applicable Law." (R) "Community applicable Deep, Feet, and Assessments." All does, feet, exceptions and other charges that	
	are imposed as Borrower or the Property by a control of the Assessment of The Community Association Dies, Fees, and Assessment of The Community Association Dies of The Community Association Dies of The Community Association Dies of The Community Dies	
	remarken, and automated clearingulated was find are discorded in Section 3 will be called "Exercive Hessa." Those Hessa find are discorded in seasonary compensation, seriestent, award of demogras, [M] "Miscolianeous Proceeds," in Seasonary compensation, seriestent, award of demogras, [M] "Miscolianeous Proceeds, as defined in, and paid under the coverage or proceeds paid by any third party (other than insumance Proceeds, as defined in, and paid under the coverage or proceeds paid by any third party (other than insumance Proceeds, as defined in, and paid under the coverage or proceeds paid by any third party (other than insumance Proceeds, as defined in, and paid under the coverage of the proceeds paid by any third party (other than insumance) and the property; (ii) Condemnation or other taking of the	
	or princeers part by any continues to, or destruction of the Property; (iii Concentration of the first continues of the Property; (iii) conveyable in lieu of Condentration of 14th or each Condentration; or (iv) or any part of the Property; (iii) conveyable in lieu of Condentration of the Property by interpresentations of, or contesting as or, the value and/or condition of the Property. A today of the Property by interpresentations of, or condentration of the Property by contesting and or property of the Property by conference of the Property by the Pro	
	(C) "Mortgage insurance." or default on, the Loan. The complete schoolsed amount due for fit principal and interest under the Plate, and (the	
	eny amounts ander section? "RESYA" opeins the Real Relate Sathemant Pracedines Act 12: 15.5.1. Such a time to time, or any implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be summed from time to time, or any implementing regulation, regulation that governs the same subject master. As used in this Security additional or successor legislation or regulation that governs the same subject master. As used in this Security additional or successor legislation or regulation that governs that are imprised in regard to a "federally related mortigage loan" avec if the Loan does not qualify as a "federally related mortigage loan" avec if the Loan does not qualify as a "federally related mortigage loan" avec if the Loan does not qualify as a "federally related mortigage loan" avec if the Loan does not qualify as a "federally related mortigage loan" and restrictions.	
	BORROWER'S TRANSFER TO LENDER OF RIGHTS IN THE PROPERTY I mortgage, gram and convey the Property to MERS (solely as admitted for Lender and Lender's successors in interest) and its successors in interest addject to the terms of this Security instrument. This measur that, by signing interest) and its successors in interest addject to the terms of this Security instrument and also those this Security Instrument, I am giving Lender those rights that Applicable Law gives to lenders who hold mortgages on real property. I am giving Lender these rights tights that Applicable Law gives to before who hold mortgages on real property. I am giving Lender these rights to protect Lender from possible towers that might result if fell in:	
	NEW YORK-Shink Fronty-Family Marifreddia Mai: UNIFORM INSTRUMENT - MERS Bookson Climates about 122 From 3033 01101	

.. ,

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5

(A) Pay all the amounts that I one Lender as stated in the Note techning, but not limited to, all renewals,

(B) Pay, with interest, my amounts that Leader spands under this Security instrument to protect the value of

the Property and Lender's rights in the Property; and

(C) Keep all of my other promises and agreements under this Security Instrument and the Note.

I understand and agree that MERS holds only lagal title to the rights granted by me in this Security Instrument, but, if necessary to comply with law or testing, MERS for nomine for Lender and Lender's successors and assigns) has the right:

(A) To exercise any or all of those rights, tectuating, but not limited to, the right to foreclose and sell the

(B) To take any scitter required of Lender including, but and limited to, releasing and conceiling this Security instrument.

i give MERS (sately as namines for Lender and Lender's secressors in interest) rights in the Property described in (A) through (G) below:

(A) The Property which is located at

, New York 11233

BROOKLYN [City. Town or Village]

Zip Code

KINGS This Property is in SEE ATTACHED SCHEDULS

County. It has the following legal description:

(8) All bubilings and other improvements that are located on the Property described in subsection (A) of this section.
(C) All rights in other property that I have as owner of the Property described to subsection (A) of this section.
These rights are known as "essencest and appartenances attached to the Property."
(D) All rights that I have in the land within the in the streets or roads in front of, or next to, the Property described in subsection (A) of this section.

na runnercuma (eg on than northern).

(E) All Michigan that are now or in the figure will be on the Property described in tribinetators (A) and (B) of this

secures;
[K] All of the rights and property described in subsections (B) through (E) of this section that I acquire in the fourte;
and

and

[G] All replacements of or sublitions to the Property described in subsections (E) through (F) of this section and all insurance Proceeds for loss or darrage to, and all Miscollaneous Proceeds of the Property described in subsections (A) through the order of the Property described in subsections.

BORROWER'S HIGHT TO MORTGAGE THE PROPERTY AND BORROWER'S OBLIGATION TO DEFEND OWNERSHIP OF THE PROPERTY

DEFEND CHARGERTOWN OF SME PROFITS: IT have the right to mortgage, grant and course the Property to I prumise that: (A) I have the Property: (B) I have the right to mortgage, grant and course the Property except for those which are of public Leader; and (C) there are no outstanding eleitest or charges applied the Property, except for those which are of public recocti.

CA

NEW YORK-Single Forcey-Farmia Manufroodile Misc LithForm MISTRUMENT - NERS Form 2023 01/01

Opchigis Course prosent the

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

TENTATIVE LOT 114

BEGINNING at a point on the Southerly side of Prospect Place, distant 164.34 feet Easterly from the corner formed by the intersection of the Easterly side of Buffalo Avenue with the Southerly side of Propsect Place; and

RUNNING THENCE Southerry parallel with Buffato Avenue and part of the distance through a party wall, 127.79 feet;

THENCE Easterly at right angles to the last manfioned course, 36.25 feet;

THENCE Northerly forming an interior angle of 89 degrees 13 minutes 14 seconds with the last mentioned course, 130,08 feet to the Southerly side of Prospect Place;

THENCE Westerly along the Southerly side of Prospect Place, 11.91 feet to the point or place of BEGINNING.

SAID PREMISES KNOWN AS: 1568A Prospect Place, Brooklyn, New York

I give a greeful warranty of title to Lender. This means that I will be fully responsible for any losses which i ender suffers because someone other than myself has some of the rights in the Property which I premise that I have, I promise that I will defend my ownership of the Property spainst any claims of each rights.

PLANT LARGOLAGE SECURE IT INS I NUMBER (
This Security Instrument contains promises and agreements that are used to real property security instruments all over
the country. If also contains other promises and agreements that vary is different parts of the country. My promises
the country is also contains other promises and agreements that vary is different parts of the country. sing surcement sits stated in "plain language."

COVENANTS

a promise and a agree with Leaner as indiows:

1. Barrowski's Promise to Pay. I will pay to Leader on time principal and interest due under the Note and
only prepayment that changes and other automits due under the Note. I will also pay all amounts for Escrew items

e occurs so this sectionly immunication.

Payments due under the Nade and this Security instrument shall be made in U.S. outrastly. It say of my under Section 3 of this Secontry Insurance. rayments use those the race and the occurry mistronem and not make in U.S. outracty. It say of my symment by check in other payment instrument is returned to Lender rappid, Lender may require my payment by made by: (a) cash (b) money order, (c) centiled check, bask check, treatment's check or cashler's check, drawn upon and any: (a) beauty (a) similar is not, but despited and experience as a market as a series of a company of the series of the se

as are deemed received by Lender when received at the location required to the Note, or at another Payments are deemed received by Lender when received at the locusing required in the Note, or al amount location designated by Lender under Section 19 of this Security instrument. Lender may return or activate any prime or partial payment if it is for an amount that is less from the mounts that is then thus. It Lender accepts a lesser payment, Lender accept a lesser payment, Lender accept a lesser payment that I may make it the future and does not waive any office and the future and does not waive any office and the future and does not waive any office and the future and does not waive any office and the future and does not waive any office and the future and does not waive any office and the future and does not wait to be future as a future of the Trausies. rights. Leader is not course as many such leaser payments when it receipts such payments. If inverse on principal rights. Lander is an obligated to apply such leaver payments when it accepts such payments. If increas on principal accrues as if all Pariodic Payments had been paid when day, then Lender need not pay interest on mapplied linds. Lender may hold such subspilled funds until I make payments to bring the Lender ment. If I do not do no within a Lender may hold such subspilled funds until I make payments to bring the Lender ment. If I do not do no within a reasonable period of time, Lender will either apply such funds or reason them to me. In the even of foreclosure, any mapplied funds will be applied to the obstanting poincipal balance immediately prior to foreclosure. No offset or unapplied funds will be applied to the obstanting payments due under the claim which I might have now or in the intere against Lender will relieve me from making payments due under the Robe and this Security instrument or keeping all of my other promises and agreements secured by this Security Instrument.

ananument

2. Application of Bostower's Payments and Insurance Proceeds. Unless Applicable Law or this Section

2. require otherwise, Lender will apply each of say payments that Lender accepts in the full using order;

2. It was interest that makes the Makes.

Flori, to pay interest due under the Note;

Next, to pay principal due under the Note: and

Next, as pay praction one opener use come and Next, to pay the amounts due Leader under Section 3 of this Security Instrument. Such payments with he applied to each Periodic Paymort in the order in which it became due,

Any remaining amounts will be explied as follows:

Pirst, to pay any interchanger;
Next, to pay any interchanger;
Next, to pay any other amounts due under this Security instrument; and
Next, to reduce the principal balance of the Note.

Este charge due, the payment may be applied to the late remains reyment and the late charge, is more than one Periodic Payment is due. Lander may apply any payment received from one. First, to the repayment of the Portodic Payment that are the life and in the extent that any excess Payments that are the life, and in the extent that, each payment can be pald in full; Need, to the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such extent may be applied to the full payment of one or more Periodic Payments.

io ary late charges dos.

Voluntary prepayments will be applied as follower Piers, so any prepayment charges: and Next, as described

Any application of payments, luxurouse Proceeds, or Miscellaneous Proceeds to principal due under the Note

only apprecious in payments, maintaine reduced in insperiments execute to principle the mount of these payments.

will not extend or prespons the day date of the Periodic Payments or change the amount of these payments.

20

NEW YORK, Singer Fereiry-Facing Marifraddo Mac Uniform instrument - Mens Form 1033 (1)/01

DOC MARCIN ELECTRONIC BODGE AND

1. Manually Payments For Tuess And Insurance.

(e) non-rower a companyon.

I will pay to Leader di amounts necessary in pay for taxes, assessments, water charges, sewer trents enduther

I will pay to Leader di amounts necessary in pay for taxes, assessments, water charges, grand leasebath payments on rends (if any), becard or property insurance covering the Property,

similar charges, grand leasebath payments on rends (if any), because any or a Loss Reserve as described in Section 16 in the

fixed insurance (if any), and any required Mortgage Insurance, or a Loss Reserve as described in Section 16 in the place of Mortgage lasorands. Each Periodic Phymogel will include an amount to be applied inward payment of the following items which are called "Essure" items:

near neural neural are better second access.

(1) The latter, especially, were country, rever rent and other similar charges, on the Property which abber Applicable Law may be superier to this Security Instrument and Lieu on the Property. Any claim, demand or Applicable Law may be superior at this occurry instrument as a Lieu on the Property. Any custon, general charge that is made against property because an obligation has not been fulfilled in known as a "Lieu;"

(2) The instability payments of ground rests on the Property (if any);

(3) The premium for any and all insurance required by Leader under Section 5 of this Security Instrument;

The premium for Menigage Insurance (if any);

(v) the parameter are mentioned answernes in any);

(5) The amount I may be required to pay Lander under Seedon 10 of this Security instrument lastest of the payment of the premium for Mentgage Instrument (if any); and

(6) If required by Lander, the amount for any Community Association Dues, Feb., and Assessments.

After signifug the Norte, or as any time during its term. Leader may tucked these amounts as Econow items. The Meter signifug the Norte, or as any time during its term. Leader may tucked these amounts as Econow items will be bested on Leader's estimate of the annual campust regulared. day present a the house the extens attend with the colors of excitor of extension employed triperson. I hill pay all of these endudate to Lender unless lender titls use, in willing, and i do the laye to do so, or unless Applicable Law requires substrates. I will make these payments on the make day that my Periodic Payments of officing and interest are due tunter the Note.

The amounts that I pay to Lender for Escrew Heres under this Section 3 will be called "Escrew Funds." I will Are amounts used, pay in Lorentz for communities under the Occupied awill be caused. A well pay Lorentz the Exercise Funds for Exercise Remains for Exercise Remains for Exercise Remains for Exercise Funds for any pay Lorentz the Exercise Remains. Lorentz may waiter may eduligation to pay to Lorentz Exercise Funds for any or all factors literate the Exercise Remains. or all Escrow Heins. Lender only waive my conspand to pay to Lender Escrow runss car my or an escrow house at any time. Any such waiver must be in writing. In the event of such waiver, I will pay affectly, when and where payable, the embranes due for any Escraw Heins for which payment of Escrow Funds has been waived by Lender and, if Lender centures, will promptly send to Lender receipts showing such payment within such time period as Lender to the payable of the such payable of the such payment within such time period as Lender or the payable of the such payable of the payable o may require. My obligation to make such payments and is provide receipts will be considered to be a promise and may require. May contigation to make such payments and to provide receipts will be considered to be a promise and factorized to this Secretty instrument, as the piness "promises and agreements" is used in Section 9 of this agreement constraint it am obligated to pay Recrow Rems directly, pursuant to a waiver, and it plan to pay the amount and I will then be abligated under Section 9 of this Security day for on Recrow Rems. Lender may very be amount and I will then be abligated under Section 9 of this Security instrument to repay to Lender. Lender may revoke the waiver as to any or all factors Rems at any time by a notice gives in accordance with Section 15 of this Security instrument and, upon the revocation, I will pay to Lender all Parcow Rende, and to amounts that are then reported another this Section 3.

gives in accordance with Section 13 of this Security mapping and, upon the revocation, I was pay to account an Secretary Fernics, and in amounts, that are these required easier this Section 3.

I promise to promptly send to Lander any stations that Preceive of Section them amounts to be paid. Leader will be a promptly send to be amount of Escence Fronts i will have to pay by using existing assessments and bills and collimate from time to these the amount of Escence Fronts i will have to pay by using existing assessments and bills and countries countries to the emeant I will have in pay for Escript Henry in the fainte, enjoys Applicable Law requires

remonance estimates at the amount I wat have at payour ascrum means in the follow, empess Applicable Law requires Leoder to use another medical for determining the amount I am to pay.

Leoder may, at any time, collect and hold Secrum Fonds in an amount sufficient to permit Leader to upply the Leoder may, at any time, collect and hold Secrum Fonds is the property of the time specified under RESPA, Applicable Law goes times on the total amount of Escrow Ponds Leader and a my firm collect and hold. This total amount essential her manifestation amount a continue DeCDA. If there is another a mallocate is a matter a manifestation of the manifestation of the collection of the manifestation of the collection of the manifestation of the manife require under RESPA. If there is souther Applicable Levelsal imposes a lower front on the total amount of Excrew Funds Lander can collect and hold, Lender will be limbed to the lower amount.

Lender will keep the Eucropy France in decivings or banking institution which has its describe leadered by a federal Leaves will keep the excess frames in examings of densing institution which has to deposit insured by a leaves against, it lander is such a savings or densiting agency, instrumentally, or while, or is any federal Huma Leave Bank. If Leaver is such a savings or densiting institution, Leaving that the Secrew France, Leaver will use the Excrew France to pay the Secrew Reas an institution the three eliminal under RESPA or other Applicable Law. Leaver will give in one, which is charge, in musual that the three eliminal under RESPA or other Applicable Law. Leaver will give in one, which is charge, in musual that the three eliminations. That excounting will show all additions to and deductions from the fistrow Pands economies and deductions from the fistrow Pands. and the reason for each deduction.

COM Single Fendy-Fencie Manifescie Man 1911 FORM and FRIMENT - MERS Page 5 of 16

Decision division and dilli

Leader may not charge me for miding or keeping the Eterow Funds, for using the Recrow Funds to pay Ascross liems, for making a yearly analysis of my payment of Escret Funds or for receiving, or for verifying and intaking assembly analysis of my payment of Escret Funds or for receiving, or for verifying and intaking assembly and hills. However, Lender may change me for finite services if Lender pays me interest on the Escret. processions and must be required the many manage and to make such a charge, Lender will not be required to pay me say interest or cornlege on the Exercise Funds unless either (i) Lender and I agree in writing that Lender will pay interest on the Extraw Funds, or (2) Applicable Law requires Lender to pay interest on the Receive Funds.

Under Applicable Law, there is a first on the amount of Bacrow Pands Lenier may bads. If the angust of Escrew Foods beid by Lender excepts this limit, these there will be no excess anyone and RESEA regulers Lender to acroust in see in a special mariner for the excess amount of Encrew Vends.

exposed for the Appellar insertion we will realized and the control of the payments of Belong Herica when the If, at any time, Lender has not received analysis Election Funds to make the payments of Belong Herica when the n, at any time, tourns the not received analyst exercise value to stake us payments of festion (less when the systems are due, Lessier may tell into in writing that an additional amount is necessary. I will pay to Lander distributed additional amount is necessary to pay the Escrow here when the payments are due, but the number of natives and one to more than 12

When I have paid all of the Source Secured, Lender will promptly refund to one day Escravi Finish that are then payments will not be more than 12.

s. Rosponer's Obligation to Pay Charges, Assessments And Cisins. I will pay all laxes, experience, water being held by Lender. 5. Roupower's Obligation to Fay Charges, Assessments and Canada. I may not an execution and the Property charges, Sewer rents and other similar charges, and any other charges and these that they be imposed as the Property and the trape in the state of the superior to this Security Instrument. I will also make ground reats or payment due under my least and that may be superior to this Security Instrument. I will also make ground reats or payment due under my least and the superior of the Property and Commonthy Association Dates, Fees, and Assessments (If any) due on the if I am a tenam on the Property and Commonthy Association Dates, Fees, and Assessments (If any) due on the contraction of the payment of the superior of th Froperty. If these lights are Recross lights, I will do jink by making the payments as described in Section 3 of life Security instrumest. In this Security instrument, the word "Person" means any individual, organization, governmental

sufficitly or other party.

I will promptly pay or satisfy all Liens against the Property that may be superior to this Security Instrument, in pay however, this Security Instrument does not require me to satisfy a superior Lien in (a) I agree, in writing, to pay the the obligation which give rise to the superior Lien and Leader approves the way in which I agree to pay that the obligation, but only so long as I am performing such generators to in good faith, I agree or defand against the obligation, but only as long as I am performing such generators to good faith, I agree or defand against the superior Lien as a tawards so that in Leader's option, during the lawsuit, the superior Lien pay not be enforced, but support the lawsuit the lawsuit maker as the I counter from the builder of that other I leave a correction. supported arrows up a now some or uses an account of the bridge of that other Lieu as Egmented, approved in writing by only uses the savent ender; or (c) I secure from the nonzer or sam other Lies as agreement, approved to writing by Lender, that the Lien of this Security Instrument is superior to the Lien held by that Person. If Lender determines the say part of the Purperty is subject to a superior Lies, Lender may give Borrower a sector identifying the superior Lies, Wattin 18 days of the date on which the notices igner. Represented by an early the superior Lies or take one or more of the actions mentioned in this Section 4.

one of more of the science resource in this person a.

Leader also may require me to pay 3 one-fitte charge for an independent real estate has reporting service meet by Leader to connection with the Loan, unless Applicable Law does not person Leader to connection with the Loan, unless Applicable Law does not person Leader to connection with the Loan unless Applicable Law does not person Leader to connection with the Loan unless Applicable Law does not person. I will obtain because or Property Insurance. I will obtain because or

property insurance to cover all helidings and other improvements that now are, or in the future will be, located on property inquiance to cover all helidings and other improvements that now are, or in the future will be, located on the Property. The inquirance will cover loss or damage caused by fire, incurs assumably covered by "indeeded for Property. The inquirance wild have a which Leader requires towning, including, but not invited to correspond and and floods. The inquirance will be in the supports (according, but not brothed to, deductible invited by the leader requires under the last sentence can change be setting of the periods of these required by Leader. What Leader requires under the last sentence can change to the first property of the leader requires the disapprove. Leader may be a made of the last sentence can change the first prove the first prove change the first may change to be subject to Leader may require use to disapprove. Leader may not disapprove the disapprove the first may be a measure of the first prove change the first may describe the disapprove. The first prove change the first prove that the disapprove is the first may be a measure of the first prove the first prove that the first many temperature of the provention of the proventi exapprove. Lenoer may not used prove my crosse unless use acceptance in restaurance. Lenoer may require me to pay either (a) a one-flow classic for flood some determination, certification and iracking services; for (a) a one-flow classics for flood some determination are certification services and colorage near though some interpretage as similar things for flood some determination are certification of contribution. If I disappe with the flood changes occur which reasonably might affect the flood cone determination or certification. If I disappe with the flood changes occur which reasonably might affect the flood zone determination or certification. If I disagree with the flood zone determination is not determinated that the flood zone determination and I promise to pay any food changed by the Foderal Emergency Management Agency for its review.

If this to maintain may of the inturance coveraged described above, Lander may obtain insurance coverage, at I the control and my expense. Leader is under no obligation to gurchase my particular type or amount of Leader's option and my expense. Leader is under no obligation to gurchase my particular type or amount of coverage, filterations, such coverage will cover Leader, but might or might not present me, my equity in the Property, coverage, Therefore, such coverage will cover Leader, but might or might not present me, my equity in the Property.

NEW YORK-Stroke Femily -Family Manifroddia Mac Unifficial Instrument - Mess Form 2021 01/01

Descripcio Estores accoustrate

or the contents of the Property, against any risk, hazard or liability and might provide greater or leaser coverage than was previously in effect. I acknowledge that the cost of the insurance coverage so obtained might significantly unceed the cost of insurance that I could have obtained. Any smooths distanced by Lender under this Section 5 will become the cost of managed first extend when position, responding opening of entered and the interest rate set for in ing requirement area socializating sens occurring approximation , whose remaining from corn temporal as the initial control of the Note from the date of disburrement and will be payable with such telepress, upon malice from Lender to use

All of the instruct policies and recewals of those policies will include what it known as a "Standard Mortgage геопеніру раупалі. The uniter manusance portrains and renewant or those pontres were include what is among est a "Santaria Morigogies and/or as he additional less payee. The form of all Clause" to protect Lender and will name Lender an mortigages and/or as he additional less payee. The form of all policies and renewals will be acceptable to Lender. Lender will have the right to Indi the policies and renewal and/or the certificates. If Lander requires, I will promptly give Lender all receipts of paid premiums and renewal notices that

if I obtain any farm of insurance coverage, not otherwise required by Leader, for damage to, or destruction of the Property, such policy will include a Standard Morigage Clause and will same Leader as morigages and/or as an additional lass payer.

If there is a less or damage to the Property. I will promptly untily the insurance company and Lender. If I do not promptly prove to the insurance company that the loss or damage occurred, then Lender may do so.

The arrotal paid by the Insurance company to loss or distage to the Property is called "largerance Proceeds. Unless Lender and I otherwise agree to writing, any insurance Proceeds, whether or not the anderlying insurance was required by Leader, will be used to repair at to restore the demaged Property unless: (a) it is not economically required by member, who we not replace in a second the members properly united. (a) it is not remaintenly to make the replace or restoration; (b) the use of the immunities Proceeds for that purpose would leaven the protection given to Lander by the Security Instruments or (c) Lender and I have agreed in writing and to use the Insuranta Proceeds for that peopless. During the period that any repairs or restorations are being made. Leader may hold any Impresse Processis until it has had an opportunity in impact the Property to serify that the negati work has hadd any Impresses that have seen completed to Lender's satisfaction. However, this inspection will be done promptly. Lender may make payments for the repairs and restorations in a slegte payment or in a series of progress payments as the work is completed. Unless Lember and I agree otherwise to writing or unless Applicable Law requires otherwise, Lember is consumuse. Linear Lember and a sures otherwise as sorting of spaces Applicable Law requires otherwise, Lorder to not required to pay me any interest or samplege on the insurance Proceeds. I will pay for say public afficients or offer third perfect start I him, and thair fees will not be paid on of the Insurance Proceeds. If the applic or restoration is not reconcultually insulting or if it would be sent Lender's protection under this Security Insurance, then the Insurance not remountably restoir of it is wrong report Length oppositions under this Security Instrument, Such Instrument.

Proceeds will be used to reduce the around that I time to Lander under this Security Instrument, Such Instrument. Proceeds will be applied in the order provided for in Section 2. If any of the Insurance Proceeds remain after the encerts will be appeare in the eriors previous the in occusion of any or the momentum translation size is annexed that I note to Lender has been paid to fail, the remaining learning Process will be mid to see. If I abundon the Property, Lender may file, cognities and salle my evaluable insurance claim and related.

it i acandon the property. Leader may the, degenate and sealer any available manance canni and related to maners. If I do not answer, within \$9 days, a notice from Leader stating that the insurance company has offered to serile a triain. Leader may negotiate and settle the claim. The 30-day period will begin when the notice is given, in serile a triain, Leader may negotiate and settle the claim. The 30-day period will begin when the notice is given, in either event, or if Leader acquires the Property under Section 22 of this Security instrument or otherwise. I give either event, or if Lesder acquires the Property under Section 22 of this Security instrument or otherwise. I give Lender my rights to any insurance Proceeds in an amount not greater than the amounts sensid under the Note and the Lender my right (astrument). I also give Lender my other of my rights (other than the right to any refused of meaning premiums that I paid) under all incurance policies covering the Property. If the rights are applicable to the coverage premiums that I paid) under all incurance policies covering the Property. If the rights are applicable to the coverage of the Property. Lender may use the incurance Proceeds either to require or restore the Property or to say amounts on the Property. I shall be a proceed to the Property of the Prop

supplied under the Note or this Security Instruments, whether or not then due.

6. Horrower's Chiligations to Occupy The Property. I will accupy the Property are use the Property as my principal residence within 50 stays after I sign this Security isotroment. I will continue to occupy the Property and principal residence for at least one year. The one-year period will begin when I first occupy to use the Property as my principal residence within the Property as my principal residence within the Property. However, I will not have a occupy the Property and use the Property as my principal unless the trefusal is reasonable. I also will not have in occupy the Forgatty and use the Property as my principal unless the refusal is reasonable. I also will not have in occupy the Forgatty and use the Property as my principal unless the refusal is reasonable. I also will not have in occupy the Forgatty and use the Property as my principal unless the refusal is reasonable. I also will not have in occupy the Forgatty and use the Property as my principal unless the refusal is reasonable.

nglo Family Familia Manifradela Man Limitolah Instrument - Miris Vi DOCKETC ENTERED PROCESTED Borrower's Obligations to Maintain And Protect The Property And to Fulfill Any Lease Obligations.
 Maintenance and Protection of the Property.

s will not desirely, damage or harm the Property, and I will not allow the Property to detectorate, Whether or not I am residing in the Property, I will keep the Property In good repair so that it will not deterforate or decrease in value due to its condition. Unless it is determined under Section 5 of this Senarty instrument that repair is not economizatily feurible. I will promptly report the Property if damaged to avoid further descriptation or damage. If economizatily feurible is will promptly report the Property if damaged to avoid further descriptation of damage. If economization for defined is the desirabilities of Miscellaneous Processis, proceeds are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis) proceeds are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis) processed are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid because of loss insurance or Condemnation (as defined is the desirabilities of Miscellaneous Processis are paid to the desirabilities of Miscellaneous Processis are of denies of or Condennation of the Property. I will repair or responsible Property carly if Leadin has released that proceeds for such purposes. Lender may pay for the repairs and resonation out of proceeds in a single payment or in a series of progress payments as the work is completed. If the insurance or Condennation proceeds are not sufficient to regult or restore the Property. I promise to pay for the completion of such repair or emittation.

(b) Lender's Impertion of Property.

Leader, and others auditarized by Leader, may enter on and laspest the Property. They will do so in a reasonable manner and at reasonable times. If it has a reasonable purpose, Lenter may inspect the freshe of the home or other improvements on the Property. Before or at the time an inspection is made, Lender will give me reside staling a reasonable purpose for such laterium inspection.

8. Berrower's Loan Application. II, during the application process for the Loan, I, or any Possos of antity 8. Burrower's Loan Application. If, during the application process for the Loan, I, or any Person or such acting at my direction or with any knowledge or consent, mude fairse, misteading, or inaccurate extension to Lender indefaulting my eligibility for the Loan for the act provide Lender with such about information important to Lender this Security Instrument. Fairs, misteading, or information), Lender with treat my actions as a default under this Security Instrument. Fairs, misteading, or inaccurate statements about information important to Lender would incline a mixtepresentation of my intension to compare the Property size Principal cresidence. This is just one example of a fairs, existending, or inaccurate statement information.

8. Lander's Right to Protect its Rights in The Perporty. It tall to not keep my promises and agreements of important information. u. Lemor's augm to binistic in augma is the fraperty. W. (2) the not keeping promises and agreements much in this Security instrument; (ii) someone, including me, begins a legal proceeding that may significantly affect Lemder's interest in the fraperty or rights moder this Security instrument from as a legal proceeding in bankrupicy, in probable, for Condemnation or Forfeliuss (se defined in Section II), proceedings which round give a Force right which could equal or exceed Leader's interest in the Property or order this Security Instrument, proceedings for which cann squares exercised to a lieu which may become superior to this Security Interested, or to submeries for regulations; or enforcement of a lieu which may become superior to this Security Interested, or to submeries for regulations; or

enforcement of a Lieu which may become superior to this Security Intersement, or to enforce is set or regulations; or
(c) I have shaudored the Property, then Lender may do and pay for whetever is reasonable or appropriate to protect
Lender's interest in the Property and Lender's rights under this Security Intermedia.

Lender's actions may include, her are not (toxiced to: (a) protecting endor assessing the value of the Property;
(d) paying sendor repairing the Property; (d) paying some to eliminate any Lieu against the Property that may be
the securing and/or repairing the Property; (d) appearing the court; and (a) paying resupposable attorneys' feet to
equal or superior to this Security Instrument; (d) appearing the court; and (a) paying resupposable attorneys in the Property and the security and the Security Instrument. Including the security are security instrument. protect its interest to the Property and/or rights under this Security Instrument, including its sectored position in a project to inversit to the frequency appear to the property in each engine, including it a secreted position in a building projecting. Leader can also enter the Property in each engine, change locks, replace or bord up does and endown, drain water from pipes, eliminate healting or other code violations or dangerous conditions. Level uniform the property of the pro der does not have to do so and is under no duty to do so. I agree that Lender will not be liable for

not taking any or an actions under this section 9.

I will pay to Lexiber any amounts, which interest, which Lexiber spends under this Section 9, I will pay shows a mounts at the amounts to Lexiber when Lexiber sends on a colline requesting that I do an, I will pay interest on those amounts at the interest rate sal forth in the Note. Interest on each amount will begin on the class that the amount is spent by Lexiber to the Section 1 of the Amount will produce the section of the Section 1 of the Amount will produce the Section 1 of the Amount of the Section 1 of the Amount of the Section 1 of th

this Security instrument with princil extent to used i me not neep the presence of the boson seconds out an account of the Property, I will fulfill all my obligations under my lesse. I also agree that, if I acquire the full first (conscious called "fee Title") to the Property, my lesse interest and the

that, it is acquire the fath size (consecutes caused "res Title") to the property, my least interest and the free Fifth will not merge unless Lender agrees to the merger to writing.

19. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, I will pay the premiums for the Mortgage Insurance. If the cast required may be subject to the pay the premiums for the Mortgage Insurance. If the cast required may be made as parable to the mortgage Insurance and previously provided such insurance and Lander required may be made as parable to the mortgage Insurance and payments toward the premiums for Mortgage Insurance, I will pay the premiums for substantially equivalent Mortgage payments toward the premiums for Mortgage Insurance.

New York-Socie Pamily-Fanaka MacEtadore Mac Uniform Instrument - Mers Form 2033 01/07

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inquirance coverage from an observe mortgage leader. However, the cost of this Morigage leadence coverage will be substantially equivalent to the cost to me of the previous Mortgage Insurance coverage, and the alternate mortgage

If unbeautify equivalent Managage Insurance coverage is not available. Leader will existill a unaveluntable
If unbeautify equivalent Managage Insurance coverage. I will continue to pay to Leader each month on
"Loss Reserve" as a suitablista for the Mortgage Insurance coverage. I will continue to pay to Leader each month on bounds will be related by Lender. amount equal to one-twitting of the yearly Mortgage insurance previous ins of the case the coverage tapted or cased to be in effect). Lender will relate these payments, and will use these payments to pay for lassed that the Martense to on in curry. Cannot will read when payments, and who have payments to pay for easier that the Marigage having read have covered. The Loss Reserve is non-reflectable even if the Loss is utilizately said in full and last specific excell have covered. The Loss Reserve is non-reflectable even if the Loss is utilizately said in full and Lenger is not regulated to pay me any interest on the LOIS Reserve. Lender can no image require Lors Reserve payments II: (a) Mortgage insurance coverage again because available through an incure released by Londer, (b) much Mortgage Insurance is attained; (c) Lender requires separately designated payments toward the presidents for Mortgage Insurance; and (d) the Mortgage Insurance coverage to in the amount and for the period of time required by Lender.

If Lender required Mongage incurance as a condition of waking the Loan and Garrower was required to make If Lender required Mortgage instruments as a condition of making the Loan and Sorrower was required to make separate payments toward the premiums for Mortgage Insurance, i will pay the Mortgage Insurance expensions, or the Loan Reserve payments, until the requirement for Mortgage Insurance each according to any whiten agreement between Lender and me providing for such termination or such termination of Mortgage Insurance in required by between Lender and me providing for such termination, or the Loan Reserve payments, in the manner described Applicable Law Lender may require to pay the premium, or the Loan Reserve payments, in the manner described to Section 3 of this Security Instrument. Nothing in this Section 10 will allock my obligation to pay internal at the 10th Notation in the Mose.

A Montgage lustrance policy page Leader for any eatily that purchases the Nate) for cretain losses it may better rein provided in the Nove. if Bestower does not repay the LASS as agreed. Bostower it not a party to the biorigine luminate policy.

Noticide process seem ther (tips lift on his positive prometre local term to finds by articles interest tips, seems that the seems of all the process of the enter into appearances with other parity to share or change that risk, or to reduce insues. These agreement are hared come mu spremens was must passes to more in unargeness that of a stream made, it was a producted in the case conditions that are californity to the burigage lattices and the cases porty for parties to these agreements. These agreements may require the mortgage insurer to make payments tring say until of funds that the mortgage insurers are made of cases and have available twinth may include Mortgage insurance premiums.

the moragogy insurer may have available twitch anay include histograp insurance precidings, and several severa

ing industry, the arrangement is other estimate expense reministrate.

If also should be indestined that (a) any of finish spreaments will not affect the endusir that Berrower has
agreed to pay for Managage Industries, or any other representation Local, These agreements will not therefore the amount
of the Local, These agreements will not therefore the amount
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of the Local transfer agreement will not therefore the amount
of the Local transfer agreement will not therefore the amount
of the Local transfer agreement will not the amount of the Local transfer agreement will not appear to the amount of the local transfer agreement with the contract of the local transfer agreement with the l agreed to pay for Mortgage Insurance, or any other terms of the Losin, I need agreements will not upon our amount for more of the foreign insurance, and they will not entitle Borrower to any refund, and (i) any of these foreigns in the right Borrower has at large tregending the Mortgage Insurance under the Mortgage insurance under the Mortgage in the Mortgage Insurance under the Mortgage in the inquiest and quant experiments as the numbers measurement for a naive and incomplete incompanion of such cancellation or incompanions.

s de jeconination. Mis Abous Miserianeous Procescis; Porseiture. All discellencous Proceeds are excigned to and 11. Agreemen

no pain to Louised. If the Property is demograf, such Miscellageous Proceeds will be explied to regionalism of repair of the Property. If the Property is demaged, such Misselfaneous Proceeds will be applied to restoration of repair of the Property, if all the restoration or repair of the Property, and (b) Lender's security given to this Scottiff Instrument is fell to be restoration or repair and restoration period, Lender will have the right to had such Misselfaneous and lessand. During such repair and restoration period, Lender will have the right to had such Misselfaneous Proceeds entil Lender has held an apportunity to topped the Property to verify that the work has been completed to Proceeds and Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and Lender's satisfaction. However, the inspection will be undertaken promptly. Lender may pay for the repairs and Lender's satisfaction. Lagret otherwise in writing or suless Applicable Law regulars interest to be paid on such Miscellantons Proceeds, a client and not personalizable testiple or frauder, a security Special in the Security functional Library and personalizable and personalizable transfer and personal transfer in entering the security for the legislature of the legislature o

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Miscellaneous Proceeds will be supiled to the Supis Secured, whether or an then due. The excess, if any, will be pold to one. Such Miscellaneous Prometts will be applied in the order provided for in Sention 2.

In the event of a total inking, deserve from or lose in value of the Property, the Miscellaneous Proceeds will be

the recovers an a mass manage, assumed not been due. The excess, if any, will be paid to use.

REMINION BY ME CHARMACH IN THE PROPERTY BE PARTIES SPACED, desired, or loss in value divided by (b) the fair market value of the Property Immediately before the partial taking, destruction, or loss in value. Any fairnce shall be paid

n to the event of a parsas saking, destruction, or loss in value of the Property in which the thir market value of to the event of a parsas issuing, consistence, or took at value of the eventual is water too har the respectly immediately before the partial taking, destruction, or less to value is less than the amount of the State Secured immediately before the partial taking, destruction, or loss in value, the Miscellaneous Proceeds will be applied to the Same Secured whether or soil the some are then due.

If I shandon the Property, or if, efter Lender mode me networ that the Apposing Party (as defined in the next it a someour non-property, or u, other Lender rounds are named that non-upposing rarry the continue of the first sentence) offered to make an award in settle a claim for damages. I full to respond to Leader within 30 days after the date Lender gives notice, Lender is subcoited to culted and apply the Miscritaneous Protects either in restoration or repair of the Property or to the Sums Sectated, whether or not then due. "Opposing Party" means the third party that owes the Miscellaneous Proceeds or the party against whom I have a right of action in regard to Miscellaneous

Proceeds.

I will be in default under this Security Instrument of any civil or orimized action or proceeding that Lender Lender's Interest in a court rating (a) that would expect Forfelture of the Fraperty, or (b) that could damage detarmines could result in a court rating for that suder into Security Instrument. "Forfelture" is a court action to require Lender's Interest in the Property or rights suder into Security Instrument. Forfelture is a court action to require the Property or any part of the Property in the Brown of the Property and rise discusses the Source action, if Lender determines that this court rating prevents Forfelture of the Property and rise discusses the Source Instrument. If I correct the property are rights under this Security Instrument as provided in Section 18 default. I will have the right to have expercement of this Security Instrument discontinued, as provided in Section 18 of this Security Instrument. even if Lander has required Inspectate Payment in Full less defined in Section 28). The of this Security Instrument, even if Lender has required immediate Payment in Fell (as defined in Section 28). The processin of any award or claim for damages that are stoributable to the damage or reduction of Lender's loserest in processes in any aware or examine remaining a series of sections.

The Property are assigned, and will be paid, to Lender.

All Miscollandous Proceeds that are see applied to restoration or repair of the Property will be applied in the

order provided for in Section 2.

12. Continuation of Barrower's Obligations And of Lender's Rights.

ender may allow me, or a Person who takes over my rights and chilgations, to delay or to change the autouri (a) Berrower's Chapetions. of the Periodic Payments. Even if Londer there this, however, I will still be fully obligated under the Note and under

or the vertodic Phymients. Even if Lender direct this, however, I will still be faily obligated under the Note and under this Security instrument unless Lender agrees to release me, in verting, from my obligations.

Lender may allow those delays or changes for me or a Ferson who nakes over my rights and obligations, evin it Lender is requirated and to do so, Lender will not be required to (1) bring a lease it is requirated and to do so. Even if Lender is requirated to do so, Lender will not be required to (1) bring a lease that me or such a Person for not fulfilling obligations under the Note or under this Security instrument or (2) refuse to extend time for payment or otherwise modify amortization of the Sums Secured.

(3) Lender's Rights

Even If Leader does not exercise or enforce any right of Leader ender this Security instrument or under Even If Leader does not exercise or enforce any right of Leader ender this Security instrument or under Applicable Law, Londor will still have all of those rights and may exercise and enforce them in the liveure, Breakif. Appunding Law, Londer will still have all of tonse rights and may exercise and enterto frem in the statute, Erre it?

[1] Lander of tables insurance, pays taxes, or pays other civiles, cherges or Lieus against the Property; (2) Lender accepts payments from third Persons; or (3) Lender accepts payments in amount less than the amount then due, accepts payments in articular than the amount then due, lender will have the right under Section 22 below to demand that I make immediate Payment in Full of any amounts. recalining due and psychia to Lander under the Note and ander this Security Instrument.

13. Obligations of Barcaway And of Persons Taking Over Barcaway Algiris or Chileations. If more than

AND CONTROL OF THE SECURITY PROCESS AND ADDRESS AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS ASSESSED AS A CONTROL OF THE SECURITY AND ADDRESS AS A CONTROL OF THE SECURITY AS A CONTROL OF THE SECURITY AND ADDRESS AS A CONTROL OF THE SECURITY AND ADDRESS AS A CONTROL OF THE SECURITY AS A CONTROL O

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and obligations contained in this Security Insurances. Louder may enture Lander's rights under this Security instrument against each of as individually or against all of us ingelier. This means that any others are may be raquired appropriate against country so undergonally or against an or so suggested in Note: (a) that Person is rightly the Security of pay all of the Sums Secured. However, if one of its shoes not sign the Note: (a) that Person is rightly this Security or pay an or the sums secured. However, it can be us note acrossing the Note: (a) that Person is rightly this Security Instrument; (b) Instrument; only to give that Person's rights to the Property in Lender scales the terms of this Security Instrument; (c) that Person spress that Lender may agree with that Person is not personally obligated to pay the Sums Security and (c) that Person spress that Lender may agree with that Person is not personally obligated to pay the Sums Security and (c) that Person spress that Lender may agree with the other Horrowers to delay enforcing any of Lender's rights, for modify, or make any accommendations with regard to the terms of this Security Sections at of the Security Sections and the Section 3.8 of the Security Instrument of the Section 3.8 of the Security Instrument.

to the providing measurement of the Security instrument, any Person who inice over my rights or obligations under this Security instrument, any Person who inice over my rights of obligations under this Security instrument in writing, and is approved by Leader in writing, will have all of my rights and cutt in arbitration to be and the security instrument in writing, and is approved by Leader in writing, will have all of my rights and cutt in arbitraried to be and the security instrument in writing. unification names that occurry anothered in writing, and is approved by Length in thing, was have an or agreement made in this Security instrument. Bottower will only exchanged to keep all of my promises and agreements made in this Security instrument, Bottower will not be released from Bottower's obligations and liabilities under this Security instrument upless Lender agrees to such release in writing. Any Person who takes over Lander's rights or obligations under this Security intimment will have remove in granus. They are not successful to keep all of Landay's promises and agreements made in this Security with they are successful as successful to keep all of Landay's promises and agreements made in this Security instruction as provided under Section 26.

instrument earright as provided under Section 28.

14. Land Charges. Lender stay charge me fees for services performed to connection with my deficit, for the purpose of protecting Lender's interest in the Property and rights under this Section instrument, including, but not jumpes of protecting Lender's interest in the Property and rights under this Section; limited to, alterneys' feet, property inspection and sphaston feet. With regard to other feet, the fact that his Section; limited to, alterneys' feet, property inspection and sphast feet certain feet does not suce that Lender cannot charge instrument does not suce of the Lender cannot charge that feet. Lender may not charge feet that are problemed by this Sectualty Instrument or by Applicable Law is that feet. Lender may not charge feet that are problemed to the countries of that its problement of a population of the problement of a title line colorest on other loan shortest such as collected to a population of the colorest on other loan shortest such as collected to a problement of a title line colorest on other loan shortest such as a collected to a population of the colorest on other loan shortest such as a collected to a population of the colorest on other loan shortest such as a collected to a problement of the colorest on other loan shortest such as a collected to a population of the colorest on other loan shortest such as a collected to a population of the colorest such as a color of t

interpreted to that the interest or other loss charges collected or to be collected in connection with the Lord except permitted limits: (a) any such loan charge will be reduced by the emount necessary to reduce the charge to the complied links; and (b) any sums ascent collected form me which exceeded permitted limits will be refunded in me. permitted limit; and (a) any sums absenty collected from me which exceeded permitted limits will be repeated in me. Lender may choose to make this roturd by collecting the principal owed under the follow or by making a direct payment in Borrows. If a refund reduces principal, the reduction will be treated as a partial prepayment whiteout my propayment charge is provided for under the Nobel. If accept such a refund that is paid propayment charge is provided for under the Nobel. If accept such a refund that is paid directly to me. I will write any right to brings a havent against Lender because of the overcharge.

15. Notices Required ander this Society Instrument. All notices given by me at Lender in connection with

15. Notices Required under this Security Instrument. All notices given by me at Lenter in connection with the Security Instrument with the Security Instrument with the Security Instrument is considered with the Security Instrument is considered to any notice address if sent by other meant. Siven to see when satisfy by first class mail or when actually dedicated to my notice address if sent by other meant. Notice to stry one Bentower will be notice to diff Borrowers unless Applicable Law expressly requires observing. The notice to address is the address of the Property unless I give notice to Lander of a different address. I will promptly notice to dear the address of the Property unless I give notice to Lander of a different address. It is caused a specified according for requiring my change of address, then I roully Leader of my change of address. It Leader specifies a procedure. These may be only one designated notice will only report a change of address through that specified procedure. These may be only one designated notice address that security instrument at any one time. Any antice to Leader will be given by delivering it or by mailting it by first class total to Leader's address report on the first mage, it has Security instrument antess Leader has milling it by first class total to Leader's address around on the first mage, if his Security instrument is given to Leader them given the notice of another of another address. Any notice in connection with this Security instrument is given to Leader them.

given the nortes of another address. Any notice in connection with his Security instrument is given to Louiser when it is actually received by Lander. If any notice required by this Security Instrument is also required under Applicable Law requirement with suchly the corresponding amplication under this Security Castroment. Law, the Applicable Law requirement with security Transcrument; Word Usago. This Security Instrument is governed by 16c Law That Governs this Security Transcrument; Word Usago. This Security Instrument is governed by 16c Law That Governs this Security Transcrument and bloom of New York State. All rights and obligations contained to this Security Instrument are subject to any requirements and funitations of Applicable Law. Applicable Law night allow the parties to agree by subject to any requirements and funitations of Applicable Law. Applicable Law might allow the parties to agree the conference of the Instrument and the Security Instrument and In contract or it might be stient, but such attence time up) mean that Lender and I canuse agree by contract. If any extent of this Sacrify Instrument or of the Note conflicts with Applicable Law, the cunffect with not affect other provisions of this Sacrify Instrument or the Note which can operate, or be given effect, without the conflicting provision. This means that the Sacrify Instrument or the Note will remain at the conflicting provision did not exist.

As used in this Sacrify Instrument (a) words of the mascall me gender mean and tocknete corresponding words.

As used in this Sacrify instrument (a) words of the mascall me gender mean and tocknete corresponding words of the formula means according to the operate mean research and technical the abundance of the means of the formula and second to the means.

As used it this Security internation: (a) where at the anacounty grader treat that fortune corresponding world of the femilian and source goodness (b) world in the singular treats and femilian the plural, and storid in the plural internation without any obligation to take any action.

17. Borrower's Copy. I will be given one copy of the Note and of this Security Instrument.

DOCUMENTO CONTROL SON SEC. 1867 ingle Family—Farms Manifrondia Mac Uniform histolinent —Mers 1801

16, Agreements about Lender's Rights II the Property Is Sold or Transferred. Lender may require insteading Payment in Full of all Sums Secured by this Security instrument if all or any part of the Property, or if any right in the Property, is sold or transferred without Lender's prior without permission. If Borrower is not a testinal Person and a beneficial interest in Bentower is sold or transferred without Lender is prior written permission, Lender also may regular immediate Payment in Pull. However, this option shall not be exercised by Lender if such

exercise is prohibited by Applicable 1.49.

If Lender reagiles introduce Paymon in Fail under this Section 18, Lender will give use a unific which states
if Lender reagiles introduce will give me at least 30 days to make the required payment. The 30-day period will
this requirement. The notice will give me at least 30 days to make the required payment. The 30-day period will
the requirement. The notice is given in one in the manner required by Section 15 of this Security Instrument. If 3 da
inegin on the date the notice is given in one in the manner required by Section 15 of this Security Instrument. negation are the time to make it gives in the period, Leader ranged in enforce its rights under this Security Instrument and studies the required payment during that period, Leader ranged in enforce its rights under this Security Instrument without girling me any further notice or demand for payment.

the Burrayser's Right to Have Lender's Enforcement of this Socially Indirection Discontinued. Even if Lender has required insteading Payment in Full, I may have the right to have enforcement of this Security Instrument Lenger has required infinitelying requirem in run, a unity mayone me may define the continuous of the Property under the support. I will have this right at you time before the narliest of: (a) three days before take of the Property under the power of sale granted by this Security lentrument; (b) number period as Applicable Law might specify for the termination of my right to have sufferenced of the Loas stopped; or (c) a judgment has been suffered antoreing this ermoneum or my right to have entercement as one Load suppose, or (c) a judgment has even entered antereing lass Security lustrament. In order to have this right, I will meet the following contribuent: (a) I pay to Lender the full smooth that then would be due under this Seconty loatrament and the Note as if

 (a) I pay to Lender the full amount that then spould be one under this decority instrument and the render of immediate Payment to Replay any of my other products or agreements made in this Security Instrument;
 (b) I correct my fafters to keep any of my other producting this Security Instrument Including, for example,
 (c) I pay all of Lender's reasonable expenses to colorating this Security Instrument Including, for example, to a pay sit of Lemon a constraint expenses to constrain feet, and other feet incurred for the paypose of reasonable assumery. Seed, properly inspection and valuation feet, and other feet incurred for the paypose of protecting Lender's interest in the Property and rights under this Security Engineers; not

(d) I do whatever Leader reasonably requires to assure that Leader's interest in the Property and rights under this Security Instrument and my obligations under the Note and under this Security Instrument continue

Leader may require that I pay the sums and expenses manifored in (a) inverse (d) in one or room at the Leader may require that I pay the sums and expenses maniform (d) continued the characteristic bunk check, treasurer's check following forms, as selected by Leader. (a) conti. (b) money order; (c) contilled the ch. bank check, treasurer's check or carrier, a specie thanks about an institution suppose debugin the jumber ph 9 depicts a search managed in castles 2 species. or (d) Electronic Funds Transfer.

If I fulfill all of the conditions in this Section 18, then this Security Instrument will remain in full effect as it Inspection Payment to Buil had sever been required. However, I will not knye the right to have Leader's enforcement of this Security insurancest discontinued if Lender has required framediate Payment in Pail under Section 18 of this

28. Pate Halder's Right to Sell the hors or an interest in the Note; Borrower's Right to Notice of Change co. Here runner a regal to sen are runn as an appeared at the reals, not sweet a regal to provide to change of Lora Servicer; Lender's and Horrower's Right in Notice of Grievades. The Note, or sa injected in the Note, together with this Senerity Instrument, may be sold one or make times. I snight met reneive any prior sudice of these

Succes.

The entity that collects the Periodic Payments and performs ofthe mortgage loan servicing obligations under the Note, this Security instrument, and Applicable Law is called the "Loan Servicer." There may be a change of the Loan Note, this Security instrument, and Applicable Law is called the "Loan Servicer." There are not not the Loan Servicer anaethed Servicer as a result of the sale of the Note. There are may be one or must change a fet the Loan Servicer anaethed. Servicer as a result of the sale of the Note. There also may be one or mure changes of the Loan Servicer anneaned in a sale of the Note. Applicable Law responsibility is a sale of the Note. Applicable Law responsibility is a sale of the Note and a sale of the now Loan Servicer, and also tell me the address to which I should make my payments. The notice also will contain any other information required by RESPA or Applicable Law. If the Note to payments. The notice also will contain any other information of purchaser of the Note, the mortgage loss is said and thereafter the Laws is said and thereafter the Laws. Servicer other hand by purchaser of the Note, the mortgage loss is said and thereafter the unit problem of the the Note that the Note is the Note that the Note is the Note that the Note is the Note is the Note that the Note is the Note in the Note is the Note in the Note is the Note is the Note in the Note is the Note is the Note is the Note in the Note is the Note in the Note is the Note in the Note in the Note is the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in the Note in the Note is the Note in th

and assumed by the Note purchaser anders otherwise provided by the Note purchaser.

Neither I not Leader may commence, join or be joined to any court scales (as either an individual party or the member of a cless) that at lees from the other perty's authors pursuant to this Security instrument or that allegas that the other is not fulfilled any of its obligations under this Security Instrument, unless the other is notified in the are which the but thinked may in the nongrouped mans one section, manufactor, which and given a resemble time through required under Section 13 of the Security inframent) of the unfitfilled obligation and given a resemble time

) Seucio Farnity-Ferrie Manfroddie Mac UNFORM INSTRUMENT - MESS (1901) spic Crowns source law period to take corrective action. If Applicable Law provides a time period which will elapse before certain action can is taken, that there period will be dremed to be reasonable for purposes of this paragraph. The notice of ecceleration and opportunity to care given to me under Section 22 and the notice of the demand for payment in this given to me under Section 22 will be deemed to sailary the moster and opportunity to take cornective scales provisions of this Section 20. All rights under this paragraph are subject to Applicable Law.

21. Confinentian of Romawer's Chilgardens to Maintain and Protest the Property. The federal laws and the laws of New York State that relate to health, safety or environmental protection are called "Environmental Law." Rawhumorotal Law classifies certain substances of toute or intendom. There we talked substances that are considered hererdone for purposes of this Section 21. These substances are garoline, kernsens, caller flammable or totale petroleum produce, todo pesticiose and herbicides, volatile solvens, materials containing solvens or formatichy de and radioscrive materials. The substances defined is toxic or beautious by Environmental Law and the substances considered in anything for purposes of this Section 21 are called "Hazardone Substances." "Bayrongenial Creense includes say response action, remedia action, or removal action, as defined in Environmental Law. An minutes any response nivers; remains despet in enteres sources in despets in a constitue in a constitue in the constitue in the constitue in the constitue in the constituent in the con

I will not do engithing affecting the Property that violates Environmental Law, and I will not allow anyone else to do so. I will not cause or permit Hazardous Substances to be present on the Property. I will not use or store that and the Property. I also will not dispose of Hazardous Substances on the Property. I also will not dispose of Hazardous Substances on the Property, and I will not allow suppose the in the po. I also will not do, now allow any Hazardous Substances on the Property, and I will not allow suppose the in the po. I also will not do, now allow any Hazardou; Substance on the Property, and I will not allow anyone cise in do so. I also will not do, nor allow anyone else to do, anything affecting the Property that: (a) is in violation of any Environmental Law. (d) creates an iterioramental Condition; or (e) which, due to the presence, use, or release of a Hazardous Substance, creates a coedition that adversely effects the value of the Property. The provides in this paragraph do not apply to the presence, use, or storage on the Property af small quantities of Hazardous Substances that are generally recognized as appropriate for normal residential use and mathematics of the Property (including, but not finding in the property in consenses to consense the consense of the property (including, but not finding in the property in consenses to consense and property in the property in t Subdances in consumer products). I may use or store these small quantities on the Property. In addition, unless Subdances in consumer products). I may use or store these small quantities on the Property. In addition, unless Subdances in consumer removal or other action, the buildings, the improvements and the distance on the Property are permitted to contain assessing and aspectors-containing materials if the aspector and aspector-containing materials

are undisturbed and "non-frights" (lim is, not easily crimited by hand preserve).

The undisturbed and "non-frights" (lim is, not easily crimited by hand preserve).

The promptly give (notes written onlice of (a) any investigation, claim, demand, lewisd or other action by I was prempay give Lemma wristen musice us: [4] say investigation, clear, demand, rewast or older across by say governmental or regulatory agency or private party involving the Property and any Herardons Substance or flowingmental Lew of which I have solved incontecting; [6] any Environmental Consistion, including but and limited flowingmental Lew of which I have solved incontecting; [6] any Environmental Consistion, including but and limited flowingmental Lew of which I have solved for these of the property affects the value of the Property. HI pears, at any Solvergreenes or centitively amportal, or any departs back, modifies use that any locatery to other te a cours, he may gover communicate augmented accurately, he and pursues party, manifest he was may every an owner termediation of any Rezervious Substance affecting like Property is necessary. I will prumptly take all decessary remedial actions in accordance with Empressian Law.

Nothing in this Security Instrument exactes an obligation on Lander for an Environmental Classica.

MON-UNIFORM COVERANTS
I also promine and agree with Leader as follows:
2. Leader's Rights If Bestrower Pauli to Keep Promises and Agreements. Except as provided in Section
22. Leader's Rights If Bestrower Pauli to Keep Promises and Agreements. Except as provided in Section 22 are
18 of this Security Instrument, If all of the conditions stated to subsections (a), (b) and (c) of this Section 22 are
18 of this Security Instrument, If any immediately the eather amount these remaining suspaid under the Note and
18 of the Security Instrument. Leader may do this without making any further demand for payment. This
18 center requires Instrumentate Payment in Fail, Leader may bring a leavant to take away all of may
18 Leader requires Instrumentate Payment in Fail, Leader may bring a leavant to take away all of may
18 Leader requires the Property and have the Property and A this sale Leader a satisfar Personancy acquire
18 Property. This is known as "Foreciouse and Sale." In any layout for Poreciouse and Sale. Leader will
18 the Property and any in the Sale and Calculate and Calculate the right to collect all cools and dischargement was defined allowances allowed by Applicable Law and
18 will have the right to add all reasonable attentions?

19 feet to the Same Secured. part of the Stone Secured,

سيكرسين NEW YORK-Single Family-Family MacFrosder Mac UNIFORM INSTRUMENT - MERS Form 3033 01/01

Lender may require Immediate Payment in Pull under this Section 22 only if all of the following conditions (a) I fall to keep any promise or agreement made in this Security Instrument or the Note, including, but an limited to, the promises to pay the Sums Secured when thus, or II another default occurs under this Security Instrument: (b) Lender sends to me, to the manner described in Section 15 of this Security Instrument, a natice that etates! (1) The promise or agreement that ! balled to keep or the default that has occurred;
(2) The action that I ment take to correct that default; (3) A date by which I must correct the default. That date will be at least 36 days from the date on which the motion is given: (4) That if I do not correct the default by the fare stated in the notice. Leader may require immediate Payment to Pull, and Lander or another Person may acquire the Property by meast of Forecinesre and case;

[5] That if I meet the conditions stated in Section 19 of this Security instrument, I will have the right
to have Lender's suforcrossed of this Security Instrument stopped and to have the Note and this
Security Instrument counts fully effective as if immediate Payment in Full had never been required; (9) That I have the right to any insends for Forestosure and Sain to argue that I did keep my promises and agreements under the Note and under this Security Instrument, and to present any other defenses that I may have; and

(c) I do not correct the default stated in the notice from Lender by the date stated in that notice.

23. Lender's Obligation to Dhariange this Security Instrument. When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security instrument by delivering a certifical estation that this Security Instrument, Lender will discharge the Security Instrument, if Lender so requires the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires, the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires, the proper official records. I agree to pay a fee for the discharge of this Security Instrument, if Lender so requires, then any require that f pay each a fee, but only if the fee is paid to a third party for services readered and the charging of the fee is permitted by Applicable Law.

24. Agreements about New York Lien Law. I will receive all amounts tent to use by Lender subject to the instrument of the provisions of Section 13 of the New York Lien Law. This means that to use by Lender subject to the receive and which i have a right to receive from Lender under the Note as a trust fund; and (a) we those amounts in pay for "Cost of Improvement" (as defined in Section 13 of the New York Lien Law) before I use form for any other purpose. The fact that I am bolding those amounts as a trust fund means that for any building or other improvement lacated on the Property i lave a special responsibility under the law to use the amount in the mather described in this Section 24. need in the desired ex
25. Bostower's Statement Regarding (its Peoperty (cheek box as applicable).

This Security interest covers real property improved, or to be improved, by a one or two limity dwelling described in this Section 24. This Secrety Instrument covers seed properly principally improved, or to be improved, by one of more armitures confolding. In the eggregate, not naive that six residential dwelling units with cash dwelling unit leaving its own separate cooking facilities. This Security instrument than not cover real property improved as described above.

EW YORK Single Family Fannie Maeffredde Mae UNIFORM INSTRUMENT - HERS 070 3023 0120

Boestagie Ereman sous-seitst week.doomegic.com BY SIGNING BELOW, I secept and agree to the promises and agreements combined in pages I through 15 of this Security Instrument and in easy Rider signest by me and recorded with it.

EZEKTEL AKANDE	ب	-Bosrower		(Seal) Barrawer
		(Seel)		-Sonover
		(Seal) -Burnower		(Scal) -Dortower
				٠
Witness:			Witness:	
			And the second s	***************************************

CELE YORK Should Family Founds Modified the UNIFORM INSTRUMENT - MER

Dockingic Strongs 60345425 www.dockingic.com State of New York country of BUEENS , in the year 2006, before me. On the | | | day of the undersigned, personally appeared personally known to not or proved to me on the backs of sublished by syldence to be the individual(s) whose namely is (are) subscribed to the within landounced and acknowledged to the the before/they execused the transin his/her/their algorithms of the individual(s), or the person upon behalf of espacity(ins), and that by his/her/their algorithms of the individual(s), or the person upon behalf of which the individual(s) acted, executed the fastroment. Print or Type Mante SEAL My conclision expires: (Seel, if any) The Map Information No.: Family-Family Manifeston Man Liniform Mistrickent - MERS Page 15 of 35

Loan Number:

1-4 FAMILY RIDER (Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 18th day of MAY, 2006 and is incorporated into and shall be desired to amend and supplement the Mistigage, Deed of Trust, or Security Deed (the "Security institutes") of the same date given by the undersigned (the "Bortower") to secure Borrower's Note to FIRST MERIDIAN MORTGAGE, A LIMITED LIABILITY COMPANY

(the "Lender") of the same date and covering the Frapeny described to the Security instrument and located at:

1568 A PROSPECT PLACE, BROOKLYN, NEW YORK 11233

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Surviver and Lender further covenant and agree on follows:

- A. ADDITIONAL PROPERTY SUBJECT TO THE SECIJATY
 INSTRUMENT. In addition in the Property described in Samulty instrument, the following
 from now or hereafter attached to the Property in the satern her? are furthers are added to the
 Property description, and shall also possibilitie the Property covered by the Security instrument
 in, on, or used, or intended to be used in connection with the Property, including, but not
 in, on, or used, or intended to be used in connection with the Property including, but not
 in, on, or used, or intended to be used in connection with the Property including, but not
 include to, those for the purposes of supplying or distributing beating, cooling, electricity, 322,
 value, at and light, fire previous and extinguishing apparatus, security and access control
 supparatus, phonising, both title, washers, dryers, swringer, storm windows, storms,
 refrigerators, distributions, dispositiv, washers, dryers, swringer, storm windows, storm doors,
 screens, blinds, shades, contains and current node, attached mirrors, cabinets, paneling and
 stateful floor coverings, all of which, including replacements and editions thecent, shad be
 deemed in the and remains a part of the Property covered by the Security Instrument. All of
 foregoing logisher with the Property described in the Sacurity Instrument (in the leasefuld)
 estate if the Security Instrument is an a leasefuld) are referred to in this 1-4 Pamily Riber and
 the Security Instrument as the "Property."
- B. USE OF PROPERTY: COMPLIANCE WITH LAW. Bentower shall not seek, agreet to or može a change in the use of the Property or to contag classification, unless Lander less agreed in writing to the change. Bentower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to law Property.
- C. SHECKOPRATE LIENS. Recept as permitted by federal law, Borrower shall not allow any lien to federal to the Security Instrument to be perfected against the Property without Lender's prior written permission.
- D. RENT LOSS INSURANCE. Between their maintain incomerc against read loss in addition to the other beautiful for which incomes in adulted by Segtion 5.

MULTISTATE 1-4 FANOLY RIDER FAMILY MANFROOM MAS UNIFORM INSTRUMENT FORM 3170 1/01 Goodsagic EPanetts social (Me own doesnagic com

Page 1 of 4

- E. "BORROWER'S RIGHT TO REMISTATE" DELETED, Section 19 is deleted.
- F. BORROWER'S OCCUPANCY, Deleas Letter and Borrower otherwise agree in writing. Section 6 concerning Burrower's occupancy of the Property is deleted.
- G. ASSIGNMENT OF LEASES. Upon Lander's request after default, Sorrower the manufacture of the Property and all security deposits made in connection with leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Londer shall have the right to modify, extend or terrotoxies the critating leases and to execute new leases, in Londer's sole discretion. As used to the paragraph G, the word Tease" shall menn "sublesse" if the Secondly Instrument is on a lessebold.
- H. Assignment of Rents; appointment of receiver; Lender IV POSSESSION. Borrower theoletely and enconditionally assigns and transfers to Londer all the reals and revenues ("Rents") of the Property, segurdless of to whom the Rents of the Property are sayable. Benomer suchorizes Leader or Leader tragents to collect the Remis, and erroperty are payeous. Moreover susponess Leader of Leater rangeme to council the Rents, and agrees that each ismant of the Property shall pay the Rents to Leater or Leader's agents. However, Bostower shall receive the Rents only (I) Leader has given Borrower notice of suffering partners to Section 22 of the Security Instrument and (II) Leader has given notice to the state partners and the Leader has given notice to the uniant parament to beginn as of the beginning the informed and the Lender has given motion to the imanife) limit the flexic are to be paid to Lender of Lender's agent. This assignment of Registrous in absolute assignment and not an assignment for additional security only.

 If Lender given notice of default to Borrowert, (1) all Rents received by Borrower chail be lift by Borrower about the breefit of Lender only, to be applied to the sums secured by the Reservice as Instale for the breefit of Lender only, to be applied to the sums secured by the Reservice and comment. (In I ander the lift is anticled to collect and mention of the Lender of the security and comment.)

by the Security Institution; (ii) Lauder stull be entitled to collect and receive all of the Ress. of the Property! (it) Borrower agrees that each bonder of the Property shall pay all Reals due and unput to Lender or Lender's agents upon Lender's written demand to the Issaus; (19) unless applicable has provides otherwise, all Reductable by Lender or Lender's agents shall unless applicable has provides otherwise, all Reductable by Lender or Lender's agents shall uniess applicates any provides otherwise, an arms conserve by Leviert or Leviert of agents and the species first to the cours of string courses of and managing the Property and enterting the separate form of the course of string courses of an incoming the property and entertier's Rept., including, but not itsuited in, atterney's fees, receiver's ress, precisions on receiver's bounds, repair and machineaucce touts, incoming or premiums, taxes, assessments and other charges bounds, repair and machineaucce touts, incoming or premiums, taxes, assessments and other charges bonds, repair and medicinasce rosts, incurrence premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's on the Property appeared receiver shall be stable to account for only those Rents actually received; and (vi) Lender shall be mistled to have a receiver appointed in take question of and manage the Property and collect the Rents and public derived from the Property without my abunding as to the insulantary of the Property as sprantly.

If the Rents of the Property are not sufficient to cover the rosts of taking control of and managing the Property as of collecting the Rents and finds expected by Lender for such managing the Property and of collecting the Rents and finds expected by Lender for such purposes thall become indebtodness of Eurower's to Lander recursed by the Security tratrument pursuant to Section 9.

Burrower represents and seminants that Burrower has not executed any prior assignment of the Rents and has not performed, and writ not perform, any art that would prevent Lender from

the Reals and has not performed, and with not perform, any action would prevent lender train exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to exter upon, take control of or paintain the Property before or after giving explosion of default to Bostower. However, Lender, or Lender's agents or a judicially appainted receiver, may do so Bostower. Lender, or Lender's agents or a judicially appainted receiver, may do so at any time when a default occurs. Any application of Reals shall not ture or waive any default

STATE 14 FALULY ROSER INSTRUMENT HEAPTHOOF HAD UNDFORM INSTRUMENT 1170 1705

Doolfagic Ellerano Material

or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall invariantly when all the norm secured by the Security kestrament are paid in full.

 CROSS-DEFAULT PROVISION. Burnower's default or breach under any auto or agreement in which Lander has an interest shall be a breach under the Security instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Burrower accepts and agreet to the terms and coverients contained in this 1-4 Family Rider.

(See -Borrow)	Seal) Bosuwer
-Borrawer	(Seal) -Bostombi
EZEKIEL AKANDE BOTOWE	-Borrawer

loan Number:

ADJUSTABLE RATE RIDER

(LISOR Six-Month Index (As Published in The Was Street Journal) - Rate Caps) (Interest Only ARM)

THIS ADJUSTABLE RATE RIDER is made this 18th day of MAY 2006 I DIS ALIEUTADEA RALE REPORTS BRANCHES LOUIS 10 MAI 2000 and is incorporated into and shall be deemed to amend and supplement the Margage. Dized of Train, or Security Deed (the "Security Instrument") of the samedate given by the understaged ("Borrower") to secure Engrower's Adjustable Russ Note (the "Note") to FIRST MERIDIAN MORTGAGE, A LIMITED LIABILITY COMPANY ("Lender") of the same date and covering the property described in the Security instrument and incuted at:

1968 A PROSPECT PLACE, SROCKLYN, HEW YORK 11233

THIS NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE SORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument. Borrower and Lender further coverant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

7.000 %. The Note size provides for The Mone provides for an initial interest rate of changes in the interest rate and the monthly payments, so follows:

PAYMENTS

(A) Time and Place of Payments the same rance or represents every mostle for the first 120 payments (the "interest livid pay interest by making payments every mostle for the first 120 payments (the making payments as it accrues. Every mostle thereafter I will pay Only Period") in the amount sufficient to pay interest as it accrues. Every mostle thereafter I will pay Only Period*) in the amount sufficient to pay interest as it accross. Every month thereafter I will pay principal and interest by making payments in an emocan antificient to fully amounted the consecuting principal before of the Note. The principal before of the Note at the end of the Interest Only Period over the remaining term of the Note. The principal and interest payment it pay may change as the latenest rate I pay changes phressent its Section 4 of this Note. I will make my mountily payments and the payments are appropriate away mounts usually have payed at the principal and interest and applied and its accordance of the principal and interest and any other changes described below that I may one under this Note. Each mountily payment will be applied at all its scheduled due date and will be applied to interest before Principal II, on JUNE 1, 2036 , I still owe around under this Note, I will pay these arounds in full on that date, which is rathed the "Maturity Date."

Adjustable rate Bider-Ligor Six Month Index Ed in The Wall Street Journal) Der Oziotog

Doctor Courses sone of 180

will make my monthly payments at PO BOX 100886, SROOKLYN, MEW YORK

or at a different place if required by the Note Holder.

(B) Amount of My initial infantisly Payments

Each of my initial mostley payment will be in the amount of U.S. 5 3, 160.50 This amount they change,

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The interest rate I will pay may change on the 1st day of JUNE 1, 2011 (A) Charge Dates rough thereafter. Each date on which my laterest extended change is called and an dust day every 6th

s "Change Date." (ii) The Index
Beginning with the Brist Change Date, my interest rate will be based on an Index. The "Index" is the
Beginning with the Brist Change Date, my interest rate whill be based on an Index. The "Index" is the
average of interbank offereed rates for six month U.S. foliar-denominated deposits in the London market
("LEDR"). As publicated in The West Street James 1. The most recent ludex figure available as of the date
("LEDR"). As publicated in The West Street James 1. The Note of Street Index.

If the Index is no longer available, the Note Rolder will choose a new index that is based upon
controlled information. The Notes Moderned admires on notice of the Andrew

The Notes Moderned and notice and notice and the Andrew

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The Notes Moderned and notice and

comparable information. The Note Holder will give me make of this choice.

Before each Change Date, the Note Holder will calculate my new interest rate by adding FOUR AND 750/1000 percentage polate (4,750 %) to the FOUR AND 750/1000 percentage points (4,750 %) to the Current Indea, The Note Heater will then round the result of this addition to the centers one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be only new interest rate until the near Change Date.

my new macron rate unit the next thange trate.

Strong as provided to Section S(A) above, the Note Holder will then determine the amount of the monthly pryrates that would be sufficient to rappy the angulo principal that I am aspected to owe at the monthly pryrates that would be sufficient to rappy the angulo principal that I am aspected to owe at the Change Date in full on the Mainthly Date at my new interest rate to subspanishly equal payments. The result of this calculation will be the new assumed of my anothing payment.

The I make an industrial dates of the new assumed that the control of the c

The interest rate I can required to pay at the first Change Date will not be present than 13.000 % or less than 4.750 %. Thereafter, my interest rate with never be increated or decreased an any single Change Date by more than TWO AND 000/1000 (D) Limits on Interest State Changes from the rate of interest I have been posting for the preceding 6 months. My the greatest than 13.000 %. months. My toterest rate will never

My new interms rate will become effective on each Change Date. I will pay the smouth of my new My new interms rate will become effective on each Change Date. I will pay the smouth of my monthly payment date after the Change Date until the amount of my monthly payment changes again.

TIGTARLE RATE DIDER LIBOR SIX MONTH INDEX 1) THE WALL STREET JOURNAL)

Dockson Clarks 1969-190

(F) Notice of Changes

Before the effective date of any charge in my interest rate and/ar monthly payment, the Note Holder will deliver or mail to me a notice of such change. The notice will include information required by law to be given to me and also the life and selephone number of a person who will answer any question I may have regarding the notice.

TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER Uniform Coverant 18 of the Security Instrument is assended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrowes. As used in fills Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, comman for deed, one not manned to, those beneficial interests transferred in a bond for dead, compact for dead, invalingent sales context or excrete agreement, the lotent of which is the transfer of filts by Borrower at a folgre date to a gundanter.

If all or any part of the Property or any loterest is the Property is sold or transferred (or

if Borrower is not a natural serson and a heneficial inforest in Borrower is sold or transferred) If Borrower is not a natural person and a nemerical laterest in Horrower is sold or transferred; without Lender's prior written consent, Lender may require immediate payment in that of all sums recursed by this Security instrument. However, this option shall not be exercised by Lender if such amenter to problinded by Applicable Law. Lender also small and exercise this Lender in Security instrument. It is not a security that the problem of the interesting required by Lender to problem it is a Borrower emisses to be submitted to Lender information required by Lender to opinion ii: 18) Doursewer manact in the sometimes to between their made in the transferrer; and (t) Lender reasonably determines that Lender's sociality will not be impaired by the lender teasonably determines that Lender's sociality will not be impaired by the lender. assumption and that the risk of a breach of any covenant or agreement in this Security

instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consens to the loan assumption. Lender also may require the transferes to sign an assumption agreement that is acceptable to Lender and that obligates the transferes to step an assumption agreement that is acceptable to Lender and that obligates the transferes to keep at the promises and agreements made in the Note and in this Security Instrument, Boscover will continue to medical under the Note and this Security Instrument upless. Lender releases Borrower in writing,

If Lender exercises the option to require immediate payment in full, Lander skull give Betraver natice of exceleration. The sailer shall provide a period of not less tien 30 days from the date lies notice is given in accordance with Serion 15 within which Betraver natice. cours was not use use names as given in accommance which section 14 which which is pay these same princip the explication of this period. Leader may invoke any remodes permitted by this Sectority instrument without fertiles that instrument without fertiles under many invoke any remodes permitted by this Sectority instrument without fertiles notice or demand on Borrower.

TE ADJUSTANLE RATE RIDER LIBER SIX MONTH TROEX THEO IN THE WALL STREET JOURNALL RIDER CONTINO

Godfedo Breand 2004 (P.136)

BY SIGNING BELOW, Bostower accepts and agrees to the terms and coverages contained in this Adjustable Rate Rider.

SEZEKIEL AKANDE BUTTOWEY BOTTOWEY

[Seal] [Seal] [Seal]

[Seal] -BOTTOWEY

[Seal] -BOTTOWEY

[Seal] -BOTTOWEY

[Seal] -BOTTOWEY

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MAILTISTATE ADDISTABLE RATE RIDER-LIDER SD-MORTH RIDER (AS PUBLISHED BY THE WALL STREET JOURNAL) PORE & OF 4 DIANG 10 RIDER 02/11/08

fixion quasirily toss manufacturing services



Loan Number:



ADJUSTABLE RATE RIDER

(LIBOR Six-Month Index (As Published in *The Web Street Journal*) - Rate Caps) (Interest Only ARM)

THIS ADJUSTABLE RATE RIDER is made this 18 cm day of MAY 2006 and is incorporated into and shall be despect to smand and supplement the Munigage, Deed of Trial, or Security Deed (the "Security Mathematical") of the samedate given by the undersigned ("Bornwer") to secure borrower's Adjustible Rais Note (the "Note") to FIRST MERIDIAN MORTGAGE, A LIMITED LIBBILITY COMPANY ("Lander") of the same date and sovering the property described in the Security Instrument and located at

1568 A PROSPECT PLACE, BROOKLYN, NEW YORK 11233

THIS NUTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BOEROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXBUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Secretary Instrument, Burrower and Lender fundor coverant and agree as follows:

INTEREST RATE AND MUNTHLY PAYMENT CHANGES

7.000 %. The Note size provides for The Note provides for an initial interest rate of changes in the interest rate and the municipy payments, an follows:

PAYMENTS

is. PART RELEADS 5

(A) There and Plates of Physicals

(b) There and Plates of Physicals every month for the first 120 payments (the "interesttwill say interest by making payments every month for the first 120 payments (the "interestOnly Period") to the amount sufficient to pay interest as it accrues. Every month the descender I will pay
principal and interest by making payments to an amount sufficient to folly unsentue the consuming principal
balance of the Notes at the and of the Interest Couly Period over the remaining term of the Note. The principal
balance of the Notes at the and of the Interest Couly Period over the remaining term of the Note.

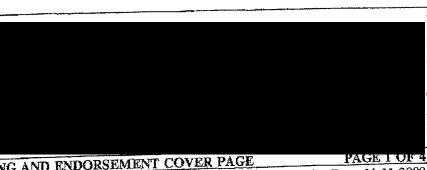
canned a 188 mais at an and all the reterest-linky Period over the remaining term of the Note. The principal and interest payment is period 4 of this Note, and interest payment is period 4 of this Note, and interest payment is the principal section of the principal section of the principal section of the principal and interest and entry other charges described held with it may now under this Note. Each incombily payment with he applied at of its related the date and with the mpalled to interest and entry other charges described held with it may now under this Note. Each incombily payment with he applied at of its related the date and with the mpalled to interest before Principal II, on JUNE 1, 2036

. I still over amounts under this Mote, I will pay those empects in full on that date, which is called the "blaturity Date."

DHSTABLE RATE HOLD-LUDOR SIX MONTH INDEX IN THE WALL STREET JOURNAL)

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER

This page is part of the instrument. The City Register will rely on the information provided by you on this page for purposes of indexing this instrument. The information on this page will control for indexing purposes in the event of any conflict with the rest of the document.



RECORDING AND ENDORSEMENT COVER PAGE

Document ID: 2009111100990001

Document Date: 08-25-2009

Preparation Date: 11-11-2009

Document Type: ASSIGNMENT, MORTGAGE

Document Page Count: 2

PRESENTER:

THRESHOLD LAND, INC., PICK UP BY MICHAEL FINN 584 MAIN STREET

ISLIP, NY 11751 631-224-1345

ctorres@thresholdland.com

RETURN TO:

THRESHOLD LAND, INC., PICK UP BY MICHAEL FINN

584 MAIN STREET ISLIP, NY 11751 631-224-1345

ctorres@thresholdland.com

PROPERTY DATA

Borough BROOKLYN Block Lot

Entire Lot 1369 114

Address Unit

1568A PROSPECT PLACE

Property Type: 1-2 FAM WITH ATTCH GAR & JOR VACANT LAND

CROSS REFERENCE DATA

CRFN: 2006000297985

PARTIES

ASSIGNOR/OLD LENDER:

MORTGAGE ELECTRONIC REGISTRATION

SYSTEMS, INC.

3300 SOUTHWEST 34TH AVENUE, SUITE 101

OCALA, FL 34474

x Additional Parties Listed on Continuation Page

ASSIGNEE/NEW LENDER:

BAYVIEW LOAN SERVICING, LLC

4425 PONCE DE LEON BLVD CORAL GABLES, FL 33146

FEES AND TAXES

		Z-27220 + A4 1-		
			Filing Fee:	•
Mortgage	1.	0.00		\$
Mortgage Amount:	\$	0.00	NYC Real Property	Transfer Tax:
Taxable Mortgage Amount:	\$	00.00	If If C Mean I toboxed .	\$
Exemption:	<u> </u>		NYS Real Estate Tra	nofer Tay
TAXES: County (Basic):	18	0.00	NYS Real Estate 114	Trains I train
City (Additional):	8	0.00		<u> </u>
Spec (Additional):	\$	0.00	RECO	RDED OR I
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MTA:	S	0.00		CITY O
	- b	0.00		Recorded/I
NYCTA:	19	0.00		City Regist
Additional MRT:	\$			3
TOTAL;	\$	00.00		
Recording Fee:	18	47.00	1625	GRANT
Affidavit Fee:	\$	0.00		Maria
Allioavit 100.				Pite Dam

NYS Real Estate Transfer Tax: RECORDED OR FILED IN THE OFFICE OF THE CITY REGISTER OF THE

CITY OF NEW YORK 11-18-2009 14:42 Recorded/Filed

City Register File No.(CRFN):

2009000379063

00.0

00.0

GARRETTE

City Register Official Signature

NYC DEPARTMENT OF FINANCE OFFICE OF THE CITY REGISTER



RECORDING AND ENDORSEMENT COVER PAGE (CONTINUATION)

PAGE 2 OF 4

Document ID: 2009111100990001

Document Date: 08-25-2009

Preparation Date: 11-11-2009

Document Type: ASSIGNMENT, MORTGAGE

PARTIES

ASSIGNOR/OLD LENDER:

AS NOMINEE FOR FIRST MERIDIAN MORTGAGE 3300 SOUTHWEST 34TH AVENUE, SUITE 101 OCALA, FL 34474



PREPARED BY:

Bayview Pinancial, L.P. Anissa Hickerson 4425 Ponce De Leon Blvd, 5th Floor Coral Gabies, Florida 33146

BV LOAN NO: BORROWER: AKANDE LOAN AMOUNT: \$541,800.00 WHEN RECORDED RETURN TO:

Bayview Financial, L.P. Atm: Jennifer McGovern 4425 Ponce De Leon Blvd, 5th Floor Coral Gables, Piorida 33146

Assignment of Mortgage

FOR VALUE RECEIVED, the undersigned as ("ASSIGNOR/GRANTOR"), hereby grants, conveys, assigns to

Bayview Loan Servicing, LLC a Dolaware limited liability company 4425 Ponce de Leon Blvd., Coral Gables, FL 33146

("Assignce/Grantee") all beneficial interest under that certain Mortgage dated: 5/18/2006 and executed by:

EZEKIEL AKANDE, as borrower(s) to: Mortgage Electronic Registration Systems, Inc. as nominee for

FIRST MERIDIAN MORTGAGE as Original Lender and certain Mortgage recorded in CRFN: 2006000297985,

recorded on: 05/30/2006, in the Official Records of Kings County, State of NY, covering the following described property:

1568 A PROSPECT PLACE, BROOKLYN, NY 11233 Block: 1369, Lot: 114

Together with the note or notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Document.

"THIS ASSIGNMENT IS NOT SUBJECT TO THE REQUIREMENTS OF NEW SECTION 275 OF THE REAL PROPERTY LAW BECAUSE IT IS AN ASSIGNMENT WITH THE SECONDARY MORTAGE MARKET".

Dated: August 25, 2009

Augelt Sove

ASSIGNOR: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. as nominee for FIRST MERIDIAN MORTGAGE

P.O. BOX 2026, PLINT, MI 48501-2026

ROBERT G. HALL, Assistant Secretary

STATE OF FLORIDA

) **S**S

COUNTY OF MIAMI-DADE

before me, the undersigned, personally appeared, ROBERT G. HALL, Assistant Secretary, of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC. as nominee for FIRST MERIDIAN MORTGAGE, whose address is P.O. Box 2026, Plint, MI 48501-2026, personally known to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), that by the individual (s) acted, executed the instrument and that such individual made such appearance before the undersigned in the City of Coral Gables, Florida.



ANISSA HICKERSON NOTARY PUBLIC - STATE OF PLORIDA Commission #DD614525 Expires: NOV. 14, 2010

Notary Public: ANISSA HICKERSON

Commission No.: DD 614525 Expiration Date: 11/14/2010



Recording Requested By: NCG 2017 VILLC

When Recorded Mail To: NCG 2017 VI LLC 3611 14TH AVE STE 223C BROOKLYN, NY, 11218

Loan # TS Ref Client Ref

CORPORATE ASSIGNMENT OF MORTGAGE

NY/KINGS

Assignment Prepared on: March 23, 2018

ASSIGNOR: BAYVIEW LOAN SERVICING, LLC, at 4425 PONCE DE LEON BLVD, 5TH FLOOR, CORAL GABLES, FL, 33146

ASSIGNEE: BOF II 2011 - 2NPL; LLC, at 4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL, 33146

For value received, the Assignor does hereby grant, sell, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated 5/18/2006, in the amount of \$541,800.00, executed by EZEKIEL AKANDE to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST EZEKIEL AKANDE to MORTGAGE, LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS and Recorded: 5/30/2006, Instrument #: 20(8000297985 in KINGS County, State of New York.

Property Address: 1568 A PROSPECT PLACE, BROOKLYN, NY, 11233

Block: 1369 / Lot: 114

Document References:
- Assignment Dated: 8/25/2009 from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE
- Assignment Dated: 8/25/2009 from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE
- FOR FIRST MERIDIAN MORTGAGE, IT'S SUCCESSORS AND ASSIGNS to BAYVIEW LOAN SERVICING, LLC A
DELAWARE LIMITED LIABILITY COMPANY Recorded: 11/18/2009, Instrument #: 2009000379063

This Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above described Mortgage.

BAYVIEW LOAN SERVICING, LLC

On: 04/02/2018

Signature:

Name:

ESLOAN SOTOLONGO

Title:

ASSISTANT VICE PRESIDENT

State of FLORIDA County of MIAMI-DADE

On: 04/02/2018, before me. Rogelia A. Portal., a Notary Public in and for MIAMI- DADE in the State of FLORIDA, personally appeared ESLOAN SOTOLONGO, ASSISTANT VICE PRESIDENT, BAYVIEW LOAN SERVICING, LLC, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

WITNESS by hand and official seal,

Proble A Portal

Notary Expires: AUG 2 5 2020

ROGELIO A. PORTAL
State of Florida-Notary Public
Commission # FF 995530
My Commission Expires
August 25, 2020

FF993630

NY/KINGS

Recording Requested By: NCG 2017 VI LLC

When Recorded Mail To: NCG 2017 VI LLC 3611 14TH AVE STE 223C BROOKLYN, NY, 11218

Loan # TS Ref Client R

CORPORATE ASSIGNMENT OF MORTGAGE

NY/KINGS

Assignment Prepared on: March 23, 2018

ASSIGNOR: BOF # 2011 2NPL, LLC, at 4425 PONCE DE LEON BLVD., 5TH FLOOR, CORAL GABLES, FL. ASSIGNEE: NCG 2017 VILLC, at

For value received, the Assignor does hereby grant, selt, assign, transfer and convey, unto the above-named Assignee all interest under that certain Mortgage Dated 5/18/2006, in the amount of \$541,800.00, executed by EZEKIEL AKANDE 10 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR FIRST MERIDIAN MORTGAGE, LIMITED LIABILITY COMPANY, ITS SUCCESSORS AND ASSIGNS and Recorded: 5/30/2006, Instrument #. 2006000297985 in KINGS County, State of New York.

Property Address: 1568 A PROSPECT PLACE, BROOKLYN, NY, 11233 Block: 1369 / Lot: 114

- Assignment Dated; 8/25/2009 from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR FIRST MERIDIAN MORTGAGE, ITS SUCCESSORS AND ASSIGNS to BAYVIEW LOAN SERVICING, LLC A DELAWARE LIMITED LIABILITY COMPANY Recorded: 11/18/2009, Instrument #: 2009000379063 from BAYVIEW LOAN SERVICING, LLC to BOF II 2011-2NPL, LLC To Be - Assignment Dated: Recorded Concurrently. This Assignment is not subject to the requirements of Section 275 of the Real Property Law because it is an

assignment within the secondary mortgage market.

TO HAVE AND TO HOLD, the same unto Assignee, its successors and assigns, forever, subject only to the terms and conditions of the above described Mortgage.

BOF # 2011-2NPL, LLC

On: 04/02/2018

Signature DAVID BREGGS Name:

FIRST VICE PRESIDENT Title:

State of FLORIDA County of MIAMI-DADE

On: 04/02/2018, before me, Rogelio A. Portal a Notary Public in and for MIAMI- DADE in the State of FLORIDA, personally appeared DAVID BRIGGS, FIRST VICE PRESIDENT, BOF II 2011- 2NPL, LLC, personally known to me to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument

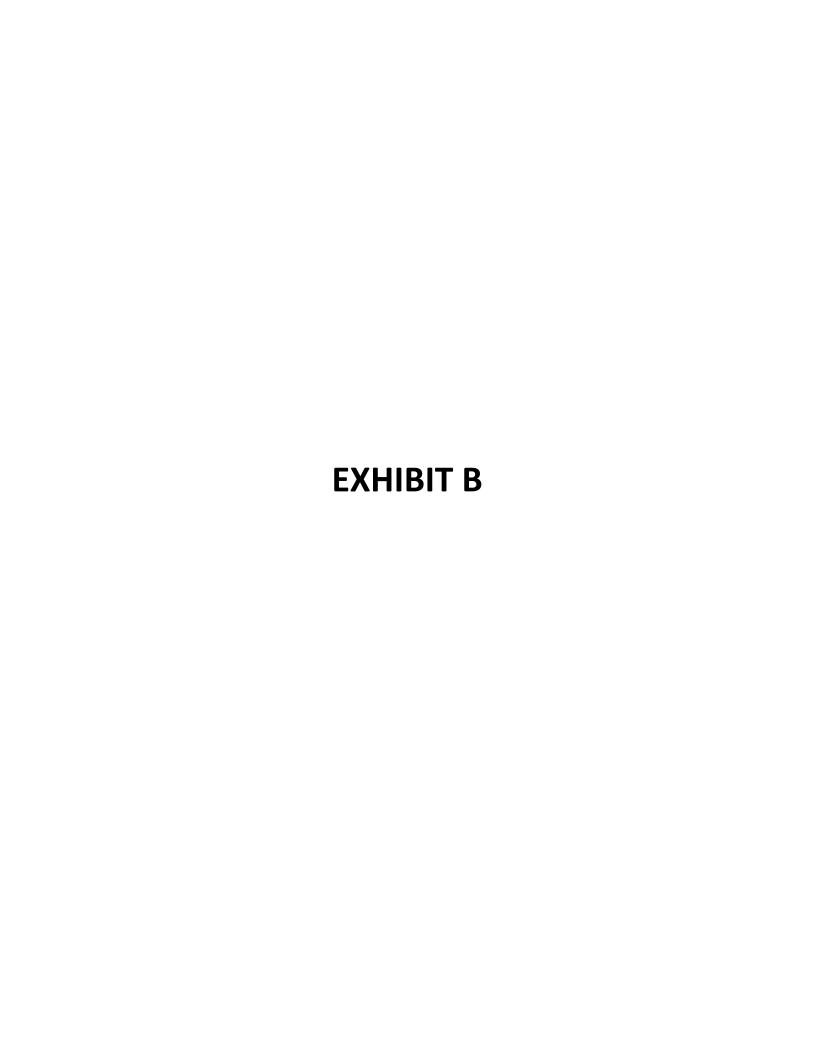
ficial seal. and and

> A. Portal Rogelib

FF993630 8125120 Notary Expires:

ROGELIO A. PORTAL State of Florids-Notary Public Commission & FF 993630 My Commission Expires
August 25, 2020

NYIKINGS



At a Part of the Supreme Court of the State of New York, held in and for the County of Kings, at the Courthouse, Civic Center, Brooklyn, New York on the 3 day of Other, 2019.

PRESENTIUSTICE OF THE SUPREME COL HON.	UHTS.C.	
SUPREME COURT OF THE STATE OF COUNTY OF KINGS		Index No. 26399/2009
NCG 2017 IV LLC,	Plaintiff,	JUDGMENT OF FORECLOSURE AND SALE

- against -

EZEKIEL AKANDE, 1568A PROSPECT PLACE INC., NATIONAL CITY BANK, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, NEW YORK CITY PARKING VIOLATIONS BUREAU, NEW YORK CITY TRANSIT ADJUDICATION BUREAU, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, H. HOLCOMB, GENE FORSTER, PALIM OLAINDE Defendants.

Foreclosure of: 1568A Prospect Place Brooklyn, NY 11233 Block: 1369 Lot: 0114

On the Summons, Complaint and Notice of Pendency duly filed in this action on the 19th day of October, 2009, the Order Granting Summary Judgment, Default Judgment, To Appoint a Referee and to Amend Caption entered into the Clerk's Office on September 10, 2018 and all proceedings thereon, and on reading and filing the Affirmation of Samuel Katz, Esq., counsel for plaintiff, dated the 22 day of January, 2019, from which it appears that each of the defendants herein have been duly served with the Summons and Complaint in this action, or have voluntarily appeared personally or by their respective attorneys, and stating that more than the legally required number of days had elapsed since said defendants were so served and/or

appeared; and that none of the defendants had served any answer to said Complaint except the Defendant Ezekiel Akande, nor had their time to do so been extended; and that the Complaint herein containing all the particulars required to be stated therein was duly filed in the Office of the Clerk of the County of Kings on the 19th day of October, 2009, and Notice of Pendency containing all the particulars required to be stated therein was duly filed in the Office of the Clerk of the County of Kings on the 19th day of October, 2009, and upon a renewal Notice of Pendency filed in the Office of the Clerk of the County of Kings on October 8, 2014 and a renewal Notice of Pendency filed in the Office of the Clerk of the County of Kings on October 10, 2017, and the Complaint has not been amended to add new parties or to embrace real property not described in the original complaint, and a Referee having been duly appointed to compute the amount due to the plaintiff upon the bond/note and mortgage set forth in the Complaint and to examine and report whether the mortgaged premises can be sold in parcels,

AND, on reading the report of Jeffrey Schwartz, Esq., the Referee named in said Order, by which Report, dated the 23rd day of December, 2018, attached hereto, it appears that the sum of \$905,043.39 was due as of November 30, 2018, and that the mortgaged premises should be sold in one parcel,

NOW, upon proof of due notice of this application upon all parties who had not waived the same, and upon proof of service of the Order of Reference as provided therein,

ON MOTION of Samuel Katz, Esq. attorney for the plaintiff, it is ORDERED, that the motion is granted; and it is further

ORDERED, ADJUDGED AND DECREED, that the said Report of Jeffrey Schwartz, Esq., dated December 23, 2018 be, and the same is hereby to the extent provided for herein ratified and confirmed; and it is further

premises or such part thereof as may be sufficient to discharge the mortgage debt, the expenses of the sale and the costs of this action as provided by the Real Property Actions and Proceedings with Qu does from the dark of the Jeogement.

Law be sold, in one parcel, at public auction in Room 224 of Kings County Supreme Court, 360 Adams Street, Brooklyn, New York 11201, on a Thursday afternoon at 2:30 P.M., by and under the direction of Jeffrey Schwartz, Esq. who is hereby appointed Referee for that purpose, that the said Referee shall set the date of sale and give public notice of the time and place of sale in accordance with RPAPL 231 in Canarsie County 1142 E 92nd 8 FPKlyn MHZX and it is further

ORDERED, ADJUDGED AND DECREED that said Referee shall accept at such sale the highest bid offered by a bidder, who shall be identified upon the court record, and shall require that such successful bidder immediately pay to the Referee in cash or certified or bank check payable to such Referee, ten percent of the sum bid and shall execute Terms of Sale for the purchase of the premises, unless such successful bidder is the plaintiff herein, in which case, no deposit against the purchase price shall be required, and it is further

ORDERED, ADJUDGED AND DECREED that in the event that the first successful bidder fails to immediately pay the ten percent deposit as provided herein or fails to execute the Terms of Sale immediately following the bidding upon the subject property, the property shall thereafter immediately, on the same day, be reoffered at auction, and it is further

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ORDERED, ADJUDGED AND DECREED that the closing of title shall take place at the office of the Referee or at such other location as the Referee shall determine within forty-five days after such sale unless otherwise stipulated by all parties. The Referee shall transfer title only to the successful bidder at the auction. Any delay or adjournment of the closing date beyond forty-five days may be stipulated among the parties, with the Referee's consent, up to ninety days from the date of sale, but any adjournment beyond ninety days may be set only with the approval of this Court, and, it is further

ORDERED, ADJUDGED AND DECREED that the Referee deposit all funds received pursuant to this Order in his/her own name as Referee in Signahire Bank - Court Street, Blyn M (1201)

Bank within the City of New York, and it is further

ORDERED, ADJUDGED AND DECREED that said Referee on receiving the proceeds of such sale shall forthwith pay therefrom:

FIRST: The statutory fees and commissions of said Referee pursuant to CPLR § 8003 (b) which shall not exceed \$500 unless the sale price (the amount of the accepted bid) exceeds \$50,000. In the event the sale price exceeds fifty thousand dollars and additional compensation (including commissions) in excess of \$500 is sought pursuant to CPLR § 8003(b), and if no surplus monies are produced by the sale, the parties may present a stipulation, signed by the Referee and all parties appearing, agreeing to a stated sum, to be so-ordered by the Court.

Where surplus monies will be available following distribution of sums as provided herein, or where the parties are unable to agree to the Referee's proper compensation under CPLR § 8003 (b), application shall be made to this Court on notice to all parties known to be entitled to claim against any surplus monies, including the defaulting owner of the equity of redemption. Such

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application shall be promptly submitted to the Court within five days of the transfer of the deed and prior to filing the Report of Sale. The five day period for payment of surplus money into Court as set forth in RPAPL § 1354(4), and the thirty day period set forth in RPAPL § 1355 for the filing of the Report of Sale shall be deemed extended pending the decision of the Court regarding such application.

In the event a scheduled sale is cancelled or postponed, pursuant to CPLR § 8003(a), plaintiff shall compensate the Referee in the sum of \$250.00 for each adjournment or cancellation unless the Referee has requested the delay. Such compensation may be recouped from the proceeds of sale as a cost to plaintiff. This Order shall constitute the necessary prior authorization for compensation as set forth herein.

No compensation in excess of \$750, including compensation authorized pursuant to CPLR § 8003 (a) for computation of the sum due to plaintiff, may be accepted by the Referee without Court approval and compliance with the filing provisions of Section 36.4 of the Rules of the Chief Judge.

SECOND: The expenses of the sale, including the cost of advertising as shown on the bills presented and certified by said Referee to be correct, copies of which shall be annexed to the Report of Sale. The Referee shall not be held responsible for the payment of penalties or fees pursuant to this appointment. The Purchaser shall hold the Referee harmless from any such penalties or fees accessed.

THIRD: Pursuant to Real Property Actions and Proceedings Law § 1354, in accordance with their priority according to law, taxes, assessments, sewer rents, water rates and any charges placed upon the property by a city agency which have priority over the foreclosed mortgage,

which are liens on the premises at the time of sale with such interest or penalties which may have lawfully accrued thereon to the date of payment.

FOURTH: Said Referee shall then pay to the plaintiff or its attorney the sum of for costs and disbursements in this action to be taxed by the Clerk and inserted herein, with interest from the date hereof, [together with an additional allowance of hereby awarded to the plaintiff in addition to costs with interest thereon from the date hereof,] and also the sum of \$ 905,048.35 the said amount so reported due as aforesaid, together with interest thereon pursuant to the terms of the Note from November 30, 2018, the date the interest was calculated to in said Report, to the date of entry of this Order, and thereafter at the statutory post-judgment rate to the date of transfer of title, or so much thereof as the purchase money of the mortgaged premises will pay of the same, together with \$ 4,750.00 hereby awarded to the plaintiff as reasonable legal fees, together with any advances as provided for in the note and mortgage which plaintiff may have made for taxes, insurance, principal and interest and any other charges due to prior mortgages or to maintain the premises pending consummation of this foreclosure sale, not previously included in the computation, upon presentation to the Referee of receipts for said expenditures, all together with interest thereon pursuant to the note and mortgage as above provided. Copies of such receipts shall be annexed to the Referee's Report of Sale. Plaintiff shall timely move to confirm the Referee's Report of Sale pursuant to RPAPL § 1355. It is further

ORDERED, ADJUDGED AND DECREED that in case the plaintiff be the purchaser of said mortgaged premises at said sale, said Referee shall not require the plaintiff to pay in cash the entire amount bid at said sale, but shall execute and deliver only to the plaintiff a deed of the

Printed: 10/11/2019

premises sold upon the payment to said Referee of the sum awarded to him or her under the above provisions marked "FIRST", "SECOND", and "THIRD" if such expenses were paid by the Referee, or in lieu of the payment of said last mentioned amounts, upon filing with said Referee receipts of the proper municipal authorities showing payment thereof. The balance of the amount bid, after deducting therefrom the aforementioned payments to the Referee for compensation and expenses, taxes, assessments, sewer rents, water rates, and priority liens of a city agency, shall be allowed to the plaintiff and applied by said Referee upon the amounts due to the plaintiff as specified in item marked "FOURTH". If upon so applying the balance of the amount bid, there shall be a surplus over and above the said amounts due to the plaintiff, the plaintiff shall pay to the said Referee, upon delivery to plaintiff of said Referee's deed, the amount of such surplus [which shall be applied by the Referee, upon motion made pursuant to RPAPL § 1351(3) and proof satisfactory to the Referee of the sums due thereon, to any subordinate mortgage duly recorded against the property, pursuant to RPAPL § 1354 (3), which payment shall be reported in the Referee's Report of Sale.] Any surplus remaining after all payments as herein provided shall be deposited into Court in accordance with RPAPL § 1354 (4) and the Referee shall immediately give notice of such surplus to the owner of the mortgaged premises as identified by plaintiff at the time of the sale, and it is further

ORDERED, ADJUDGED AND DECREED that said Referee take the receipt of the plaintiff or plaintiff's attorney for the amounts paid as hereinbefore directed in item marked "FOURTH", and file it with his/her Report of Sale, that he/she deposit the surplus monies, if any, with the Kings County Clerk within five days after the same shall be received unless such period

be deemed extended by the filing of an application for additional compensation as set forth herein, to the credit of this action, to be withdrawn only upon order of the Court, signed by a Justice of the Court; that said Referee make his/her Report of such Sale under oath showing the disposition of the proceeds of the sale, accompanied by the vouchers of the persons to whom payment was made, and file it with the Kings County Clerk, with a copy to the Chambers of the Appointing Justice, within thirty days after completing the sale and executing the proper conveyance to the purchaser or within thirty days of the decision of the court with respect to any application for additional compensation; and it is further

ORDERED, ADJUDGED AND DECREED, that if the proceeds of such sale be insufficient to pay the amount reported due to the plaintiff with interest and costs as aforesaid, the plaintiff may recover of the defendant(s) EZEKIEL AKANDE the whole deficiency or so much thereof as the Court may determine to be just and equitable of the residue of the mortgaged debt remaining unsatisfied after the sale of the mortgaged premises and the application of the proceeds thereof, provided a motion for a deficiency judgment shall be made as prescribed by Section 1371 of the Real Property Actions and Proceeding Law within 90 days of the delivery of the deed by the Referee, and the amount thereof is determined and awarded by an order of this Court as provided for in said action; and it is further

ORDERED, ADJUDGED AND DECREED, that the purchaser or purchasers at such sale be let into possession on production of the Referee's deed or deeds; and it is further

ORDERED, ADJUDGED AND DECREED, that each and all of the defendants in this action, and all persons claiming under any of them after the filing of such Notice of Pendency of this action, be and they are hereby forever barred and foreclosed of all right, claim, lien, title,

interest and equity of redemption in the said mortgaged premises and each and every part thereof;

and it is further

ORDERED, ADJUDGED AND DECREED, that said premises is to be sold in one parcel in "as is" physical order and condition on the day of sale, subject to any state of facts that an inspection of the premises would disclose, any state of facts that an accurate survey of the premises would show, any covenants, restrictions, declarations, reservations, easements, right of way and public utility agreements of record, any building and zoning ordinances of the municipality in which the mortgaged premises is located and possible violations of same, any rights of tenants or persons in possession of the subject premises, prior liens of record, if any, except those liens addressed in section 1354 of the Real Property Actions and Proceedings law, and any equity of redemption of the United States of America to redeem the premises within 120 days from the date of sale. Risk of loss shall not pass to purchaser until closing of title.

ORDERED, that in absence of the Referee, the Court may designate a Substitute Referee forthwith; and it is further

ORDERED, that the Referee appointed herein is subject to the requirements of Rule 36.2(c) of the Chief Judge, and if the Referee is disqualified from receiving an appointment pursuant to the provisions of that Rule, the Referee shall notify the Appointing Judge forthwith; and it is further

ORDERED, that the caption in this action be amended to substitute the name of the Plaintiff as NCG 2017 VI LLC pursuant to CPLR 1018, and that the caption be amended as follows:

SUPREME COURT OF THE STATE OF NEW YORK COUNTY OF KINGS

----X Index No. 26399/2009

NCG 2017 IV LLC,

Plaintiff,

- against -

EZEKIEL AKANDE, 1568A PROSPECT PLACE INC., NATIONAL CITY BANK, NEW YORK CITY ENVIRONMENTAL CONTROL BOARD, NEW YORK CITY PARKING VIOLATIONS BUREAU, NEW YORK CITY TRANSIT ADJUDICATION BUREAU, NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE, H. HOLCOMB, GENE FORSTER, PALIM OLAINDE Defendants.

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and it is further,

ORDERED, that a copy of this Judgment with Notice of Entry shall be served upon the designated Referee, the owner of the equity of redemption as of the date of this Order, any tenants named in this action and any other party entitled to notice within twenty days of entry and no less than thirty days prior to sale; and it is further

ORDERED, that the Plaintiff shall serve a copy of the Notice of Sale upon the Owner of Equity of Redemption at both his/her last known address and the property address (affidavit of such service shall be presented to the Foreclosure Clerk on or before the auction sale) and upon the Foreclosure Department at least ten (10) days prior to the scheduled sale.

2019 OCT -8 AM 19: 29

KINGS COUNTY CLERK

HON. INGRID JOSEPH JUSTICE OF THE SUPREME COURT

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r. Sunshinu

NANCY T. SUNSHINE

Clark

SCHEDULE A DESCRIPTION OF PREMISES

ALL that certain plot, piece or parcel of land with the buildings and improvements thereon erected, situate, lying and being in the Borough of Brooklyn, County of Kings, City and State of New York, bounded and described as follows:

TENTATIVE LOT 114

BEGINNING at a point on the Southerly side of Prospect Place, distant 164.34 feet Easterly from the corner formed by the intersection of the Easterly side of Buffalo Avenue with the Southerly side of Propsect Place; and

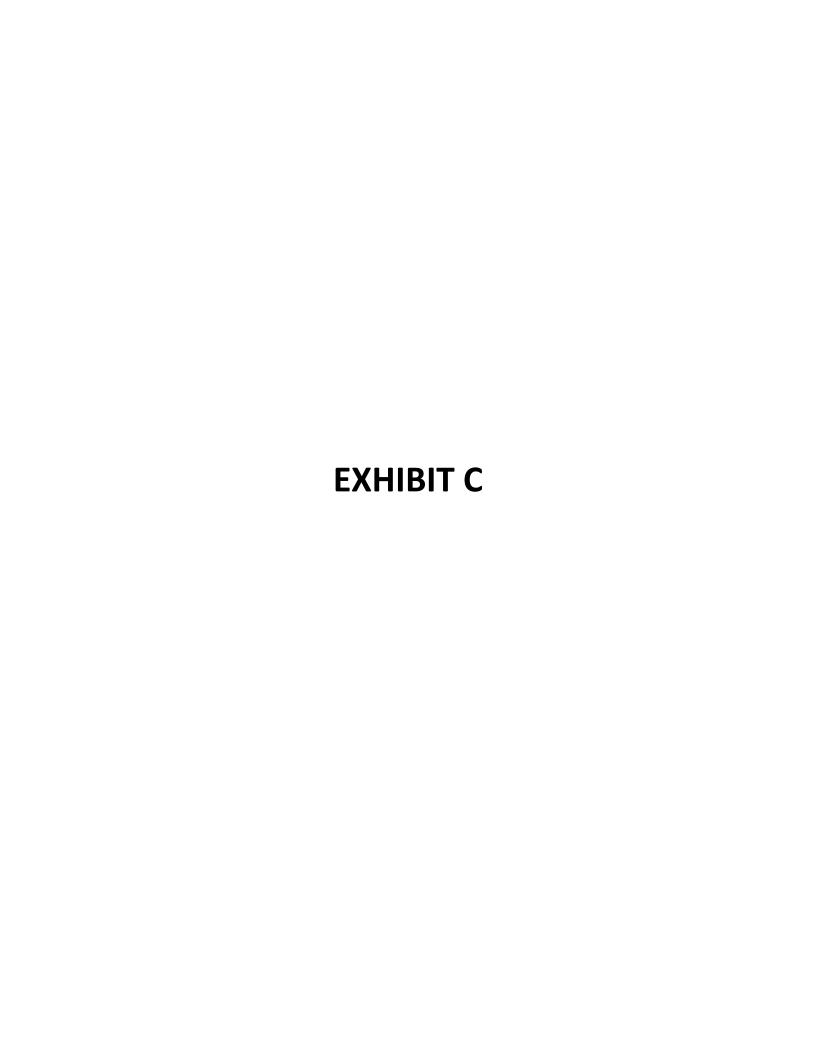
RUNNING THENCE Southerly parallel with Buffaio Avenue and part of the distance through a party wall, 127.79 feet;

THENCE Easterly at right angles to the last mentioned course, 36.25 feet;

THENCE Northerly forming an interior angle of 89 degrees 13 minutes 14 seconds with the last mentioned course, 130.08 feet to the Southerly side of Prospect Place;

THENCE Westerly along the Southerly side of Prospect Place, 11.91 feet to the point or place of BEGINNING.

SAID PREMISES KNOWN AS: 1568A Prospect Place, Brooklyn, New York



U.S. Bankruptcy Court MIDDLE DISTRICT OF TENNESSEE (Nashville) Bankruptcy Petition #: 3:19-bk-00634

Date filed: 02/01/2019

Assigned to: Charles M Walker

Chapter 13

Voluntary

Date terminated: 06/10/2019

Debtor dismissed: 04/01/2019

341 meeting: 03/19/2019

Asset

Debtor disposition: Dismissed for Failure to File

Information

Debtor

EZEKIEL AKANDE

342 SHADOW CREEK DRIVE BRENTWOOD, TN 37027 WILLIAMSON-TN

SSN / ITIN: xxx-xx-8227

Trustee

HENRY EDWARD HILDEBRAND, III

OFFICE OF THE CHAPTER 13 TRUSTEE PO BOX 340019 NASHVILLE, TN 37203-0019 615 244-1101

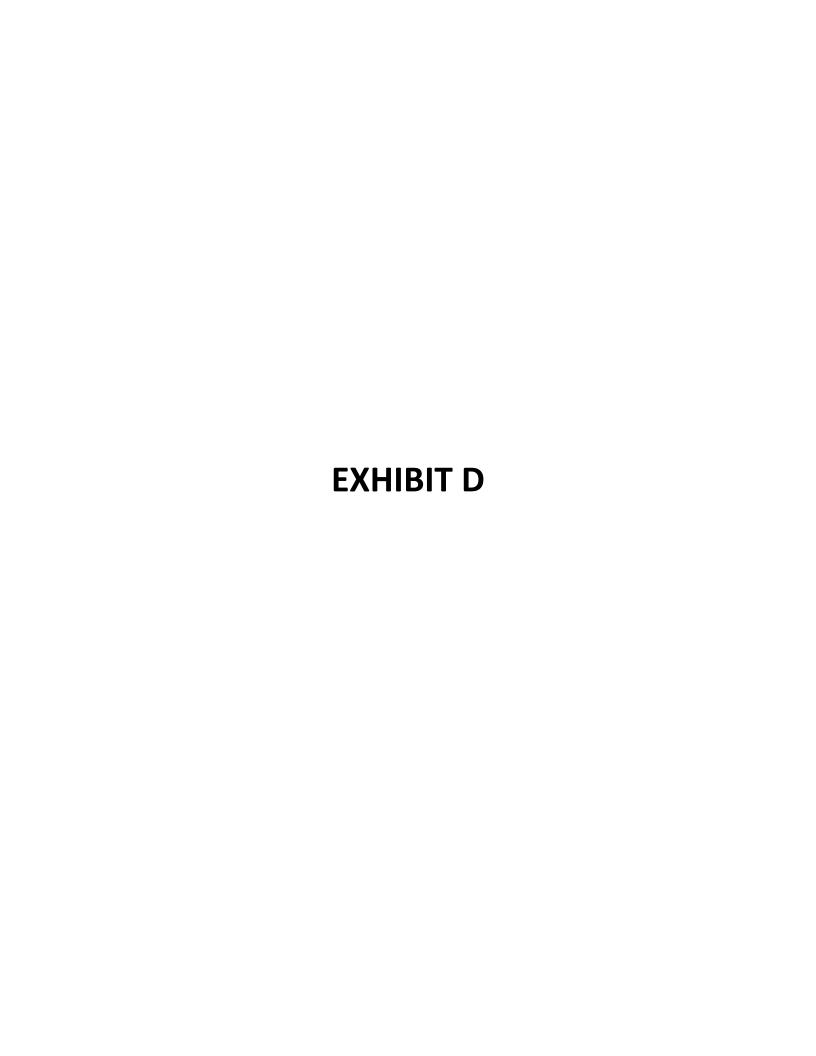
U.S. Trustee
US TRUSTEE

OFFICE OF THE UNITED STATES TRUSTEE 701 BROADWAY STE 318 NASHVILLE, TN 37203-3966 615 736-2254 represented by **EZEKIEL AKANDE**PRO SE

Filing Date	#	Docket Text
02/01/2019	1 (9 pgs)	Chapter 13 Voluntary Petition Individual. Fee Amount is \$310.00. Tax Return due by 2/15/2019. Chapter 13 Statement of Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 2/15/2019. Means Test Calculation Form 122C-2 Due: 2/15/2019. Schedule A/B due 2/15/2019. Schedule E/F due 2/15/2019. Schedule J-2 due 2/15/2019. Summary of Assets and Liabilities due 2/15/2019. Incomplete Filings due by 2/15/2019. (Intake3) (Entered: 02/01/2019)
02/01/2019	3 (1 pg)	Certificate of Credit Briefing for Debtor Filed on the behalf of: Debtor EZEKIEL AKANDE. (Intake3) (Entered: 02/01/2019)
02/01/2019	4	Receipt of Chapter 13 Filing Fee - \$310.00 by TB. Receipt Number

620963. (admin) (Entered: 02/01/2019)				
02/04/2019	5 (2 pgs)	Meeting of Creditors Notice Meeting of Creditors to be held on 3/19/2019 at 08:30 AM at Customs House, 701 Broadway, Room 100, Nashville, TN 37203. Deadline to file Proof of Claim is 4/12/2019. Deadline to file Government Proof of Claim is 7/31/2019. Written objections to confirmation must be filed by 3/14/2019. Last day to Object to Confirmation 3/19/2019. Last day to File Complaint to Determine Dischargeability of Certain Debts is 5/20/2019. Confirmation hearing to be held on 4/17/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. (HILDEBRAND, HENRY) (Entered: 02/04/2019)		
02/07/2019	6 (3 pgs)	BNC Certificate of Notice. (RE: related document(s) Meeting of Creditors Chapter 13) Notice Date 02/07/2019. (Admin.) (Entered: 02/08/2019)		
03/01/2019	7 (3 pgs)	Trustee's Motion to Dismiss Case for Cause for Unreasonable Delay Prejudicial to Creditors. If timely response hearing will be held on 4/3/2019 at 08:30 AM at Courtroom 1, 2nd Floor Customs House, 701 Broadway, Nashville, TN 37203. Responses due by 3/22/2019. Certificate of Service mailed on 3/01/2019. Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III. (HILDEBRAND, HENRY) (Entered: 03/01/2019)		
03/26/2019	8 (1 pg)	Submitted Order <i>Dismissing Case</i> Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III (RE: related document(s)?). (HILDEBRAND, HENRY) (Entered: 03/26/2019)		
04/01/2019	9 (1 pg)	Order Granting <i>Trustee's</i> Motion to Dismiss Case <i>For Cause, For Unreasonable Delay by the Debtor that is Prejudicial to Creditors</i> for Debtor EZEKIEL AKANDE. (Ref Doc # 7) BY THE COURT: Judge Charles M. Walker (kmw) (Entered: 04/01/2019)		
04/03/2019	10 (2 pgs)	BNC Certificate of Notice. (RE: related document(s) <u>9</u> Order on Motion to Dismiss Case - BK Order) Notice Date 04/03/2019. (Admin.) (Entered: 04/04/2019)		
05/07/2019	11 (3 pgs)	Chapter 13 Trustee's Final Report and Account . (HILDEBRAND, HENRY) (Entered: 05/07/2019)		
06/10/2019	12	Final Decree Issued. Chapter 13 case is closed. The estate of the debtor(s) in this case has been fully administered. The Chapter 13 Trustee is discharged as trustee of this estate and any bond required is cancelled. Signed on 6/10/2019. (jjk) (Entered: 06/10/2019)		
07/10/2019	13 (1 pg)	Certificate of Service mailed on 6/5/2019 Certificate of Service for Final Report Filed on the behalf of: Trustee HENRY EDWARD HILDEBRAND III (RE: related document(s)11). (HILDEBRAND, HENRY) (Entered: 07/10/2019)		

PACER Service Center					
	Transaction R	eceipt			
	02/03/2020 10:4	47:32			
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Billable Pages:	2	Cost:	0.20		



PlnDue, DebtEd, DomSup, Repeat, DISMISSED, CLOSED

U.S. Bankruptcy Court Eastern District of New York (Brooklyn) Bankruptcy Petition #: 1-19-43483-ess

Date filed: 06/05/2019
Date terminated: 09/10/2019
Debtor dismissed: 07/22/2019
341 meeting: 09/04/2019

Assigned to: Elizabeth S. Stong Chapter 13 Voluntary

Asset

Debtor disposition: Dismissed for Other Reason

Debtor

Ezekiel Olukayode Akande

34 Jackson Place Brooklyn, NY 11215

KINGS-NY

SSN / ITIN: xxx-xx-8227

represented by Ehsanul Habib

Law Office of Ehsanul Habib 118-21 Queens Blvd.

Suite 603

Forest Hills, NY 11375

718-285-0466 Fax: 718-520-0155

Email: ehsanulhbb@yahoo.com

*Trustee*Marianne DeRosa

Office of the Chapter 13 Trustee 100 Jericho Quadrangle Ste 127 Jericho, NY 11753 (516) 622-1340

Email: <u>Derosa@ch13mdr.com</u>

U.S. Trustee

Office of the United States Trustee

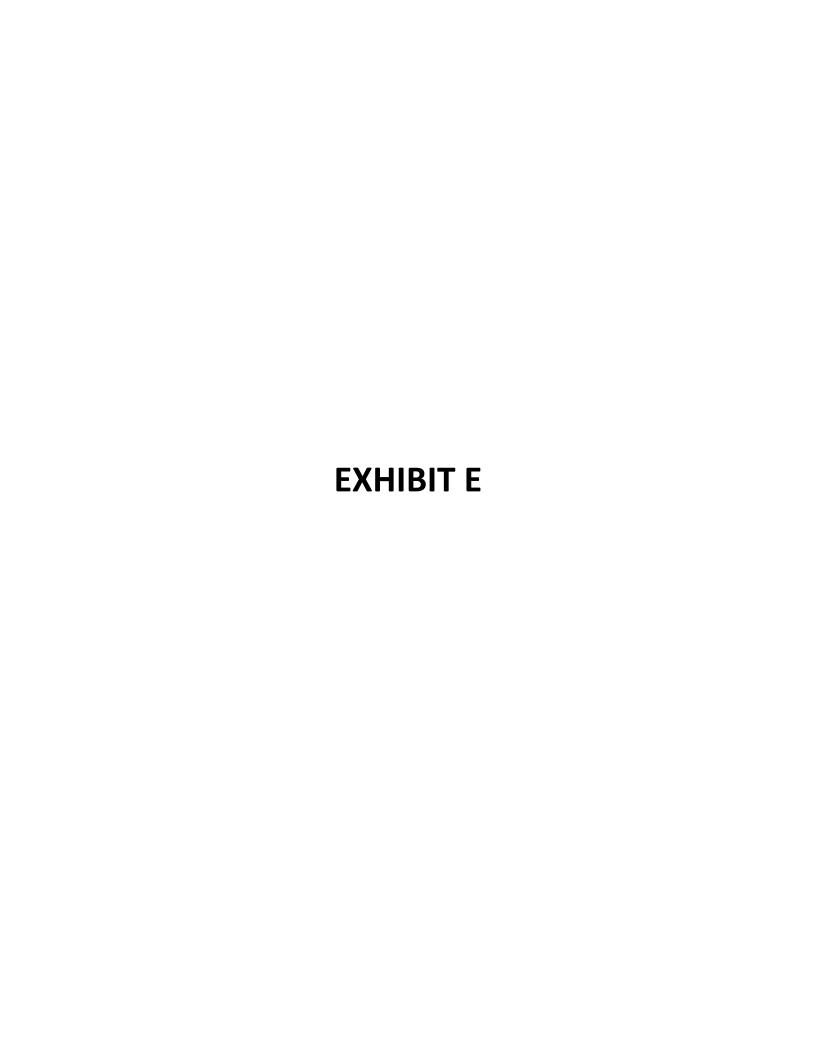
Eastern District of NY (Brooklyn Office) U.S. Federal Office Building 201 Varick Street, Suite 1006 New York, NY 10014 (212) 510-0500

Filing Date	#	Docket Text
06/05/2019	1 (9 pgs)	Chapter 13 Voluntary Petition for Individuals. Fee Amount \$310 Filed by Ehsanul Habib on behalf of Ezekiel Olukayode Akande Government Proof of Claim due by 12/2/2019. (Habib, Ehsanul) (Entered: 06/05/2019)
06/05/2019		Receipt of Voluntary Petition (Chapter 13)(1-19-43483) [misc,volp13a] (310.00) Filing Fee. Receipt number 18050770. Fee amount 310.00. (re: Doc# 1) (U.S. Treasury) (Entered: 06/05/2019)

06/05/2019	2 (1 pg)	Certificate of Credit Counseling for Debtor Filed by Ehsanul Habib on behalf of Ezekiel Olukayode Akande (Habib, Ehsanul) (Entered: 06/05/2019)
06/05/2019		Meeting of Creditors Chapter 13 & Appointment of Chapter 13 Trustee Marianne DeRosa, with 341(a) Meeting to be held on 07/03/2019 at 10:30 AM at Room 2579, 271-C Cadman Plaza East, Brooklyn, NY . Proof of Claims due by 08/14/2019 . (Entered: 06/05/2019)
06/05/2019	3 (3 pgs; 2 docs)	Deficient Filing Chapter 13: Statement Pursuant to E.D.N.Y. LBR 1073-2b due by 6/5/2019. Last day to file Section 521(i)(1) documents is 7/22/2019. Disclosure of Compensation of Attorney for Debtor. 11 U.S.C. § 329 and Fed. R. Bankr. P. 2016(b) (Official Form 2030) due 6/19/2019. Pre-Petition Statement Pursuant to E.D.N.Y. LBR 2017-1 due by 6/19/2019. Summary of Your Assets and Liabilities and Certain Statistical Information Official Form 106Sum due by 6/19/2019. Schedule A/B due 6/19/2019. Schedule C due 6/19/2019. Schedule D due 6/19/2019. Schedule E/F due 6/19/2019. Schedule G due 6/19/2019. Schedule I due 6/19/2019. Schedule I due 6/19/2019. Schedule J due 6/19/2019. Statement of Financial Affairs for Individuals Filing for Bankruptcy Form 107 due 6/19/2019. Chapter 13 Plan due by 6/19/2019. Chapter 13 Statement of Your Current Monthly Income and Calculation of Commitment Period Form 122C-1 Due 6/19/2019. Copies of pay statements received from any employer due by 6/19/2019. Incomplete Filings due by 6/19/2019. (ads) (Entered: 06/07/2019)
06/07/2019		Prior Filing Case Number(s): 19-00634 on 2/01/19, Middle District of Tennessee (ads) (Entered: 06/07/2019)
06/07/2019	4 (6 pgs; 4 docs)	Request for Notice - Chapter 13 Meeting of Creditors and Hearing on Confirmation. Confirmation hearing to be held on 8/5/2019 at 09:00 AM at Courtroom 3585 (Judge Stong), Brooklyn, NY. Last day to Object to Confirmation 8/5/2019.Objections to 523 due by 9/3/2019. (ads) (Entered: 06/07/2019)
06/09/2019	5 (3 pgs)	BNC Certificate of Mailing with Notice of Electronic Filing Notice Date 06/09/2019. (Admin.) (Entered: 06/10/2019)
06/09/2019	6 (3 pgs)	BNC Certificate of Mailing - Meeting of Creditors Notice Date 06/09/2019. (Admin.) (Entered: 06/10/2019)
06/09/2019	7 (3 pgs)	BNC Certificate of Mailing with Notice of Deficient Filing Notice Date 06/09/2019. (Admin.) (Entered: 06/10/2019)
06/10/2019	<u>8</u>	Notice of Appearance and Request for Notice Filed by Jeremy S

	(2 pgs)	Sussman on behalf of SRP 2012-4 LLC (Sussman, Jeremy) (Entered: 06/10/2019)
06/13/2019	9 (2 pgs)	Notice of Appearance and Request for Notice Filed by Jeremy S Sussman on behalf of SN Servicing Corporation, as servicer for SRP 2012-4 LLC (Sussman, Jeremy) (Entered: 06/13/2019)
07/09/2019	10 (2 pgs; 2 docs)	Final Notice of Section 521 Deficiencies (ads) (Entered: 07/09/2019)
07/09/2019		Statement Adjourning 341(a) Meeting of Creditors to 9/4/2019 at 01:00 PM at Room 2579, 271-C Cadman Plaza East, Brooklyn, NY. (DeRosa, Marianne) (Entered: 07/09/2019)
07/11/2019	11 (2 pgs)	BNC Certificate of Mailing with Final Notice of Section 521 Deficiencies Notice Date 07/11/2019. (Admin.) (Entered: 07/12/2019)
07/22/2019	15 (2 pgs; 2 docs)	Case Automatically Dismissed pursuant to 11 U.S.C. Section 521(i)(1) with Notice of Automatic Dismissal Sent to Debtor (ads) (Entered: 07/31/2019)
07/23/2019	12 (1 pg)	Request for Judicial Determination Concerning Dismissal Pursuant to 11 U.S.C. Section 521(i) (RE: related document(s)10 Final Notice of Section 521 Deficiencies) (ads) (Entered: 07/23/2019)
07/23/2019	13 (2 pgs; 2 docs)	Notice of Appearance and Request for Notice Filed by Aleksandra Krasimirova Fugate on behalf of Wells Fargo Bank, N.A. as servicing agent for HSBC Bank USA, National Association as Trustee for Nomura Asset Acceptance Corporation, Mortgage Pass-Through Certificates, Series 2006-AR4 (Attachments: # 1 Certificate of Service) (Fugate, Aleksandra) (Entered: 07/23/2019)
07/30/2019	14 (1 pg)	Order Directing Clerk's Office to dismiss this case pursuant to 11 U.S.C. 521(i)(1). (RE: related document(s)12 Request for Judicial Determination Re: 521 Documents). Signed on 7/30/2019 (ads) (Entered: 07/31/2019)
08/02/2019	16 (2 pgs)	BNC Certificate of Mailing with Notice of Automatic Dismissal of Case Notice Date 08/02/2019. (Admin.) (Entered: 08/03/2019)
09/06/2019	17 (2 pgs)	Chapter 13 Trustee Final Report and Account for Dismissed Case. (DeRosa, Marianne) (Entered: 09/06/2019)
09/10/2019	18 (2 pgs; 2 docs)	Order to Close Automatically Dismissed Case (ch13c4dsm) (Entered: 09/10/2019)
09/10/2019		Close Bankruptcy Case (ch13disms) (Entered: 09/10/2019)

PACER Service Center					
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Description:	Docket Report	Search Criteria:	1-19-43483-ess Fil or Ent: filed Doc From: 0 Doc To: 999999999 Term: included Headers: included Format: html Page counts for documents: included		
Billable Pages:	2	Cost:	0.20		



NOTICE OF SALE

SUPREME COURT. COUNTY OF KINGS. NCG 2017 IV LLC, Pltf. vs. EZEKIEL AKANDE, et al, Defts. Index #26399/2009. Pursuant to judgment of foreclosure and sale entered October 8, 2019, I will sell at public auction in Room 224 of the Kings County Supreme Court, 360 Adams St., Brooklyn, NY on December 5, 2019 at 2:30 p.m. prem. k/a 1568A Prospect Place, Brooklyn, NY a/k/a Block 1369, Lot 0114. Said property beginning at a point on the Southerly side of Prospect Place, distant 164.34 ft. Easterly from the corner formed by the intersection of the Easterly side of Buffalo Avenue with the Southerly side of Prospect Place; being a plot 127.79 ft. x 36.25 ft. x 130.08 ft. x 11.91 ft. Approx. arnt. of judgment is \$905,043.39 plus costs and interest. Sold subject to terms and conditions of filed judgment and terms of sale. JEFFREY H. SCHWARTZ, Referee. LAW OFFICE OF SAMUEL KATZ, Atty. For Pltf., 4533 16th Avenue, Brooklyn, NY. #97901

MINISTER STATE OF THE STATE OF